

# cingular

## WIRELESS

### BASE TRANSCIEVER STATION SITE

368-130

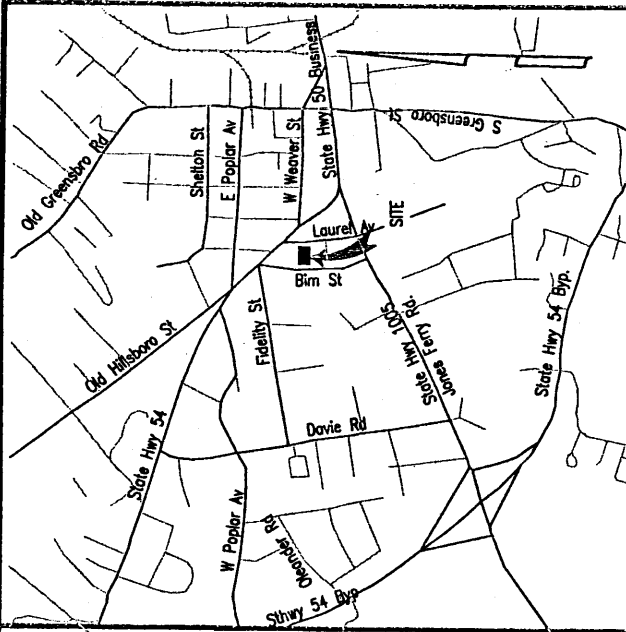
TOWN HALL TOWER  
TOWN OF CARRBORO  
NORTH CAROLINA

JOB NO. NCUPG368.0130.000SD

OWNER:  
TOWN OF CARRBORO  
301 W. MAIN ST.  
CARRBORO, NC 27510  
(919) 988-7711  
(919) 988-7737 (FAX)

APPLICANT:  
CINGULAR WIRELESS  
1130 SITUS COURT, SUITE 100  
RALEIGH, NC 27606  
(919) 272-9574  
(919) 852-2744 (FAX)

"CONDITIONAL USE PERMIT-MINOR MODIFICATION/ CONSTRUCTION PLANS"



VICINITY MAP

301 W. MAIN ST. CARRBORO, NC 27510

#### INDEX OF DRAWINGS

DWG	TITLE
C1	GENERAL NOTES AND LEGEND
C2	SITE LAYOUT
C3	TOWER ELEVATION AND ANTENNA MOUNT
C4	ANTENNA AND CABLE SCHEDULE
C5	EQUIPMENT LAYOUT

ATTACHMENT A

PREPARED BY:

**ARCADIS G&M**  
of North Carolina, Inc.

P.O. Box 31388 Raleigh, NC 27622-1388  
2301 Rexwoods Dr., Suite 102, Raleigh, NC 27607-3366  
Tel: 919/782-5511 Fax: 919/782-5905



10'-0" MAX. CENTERS

FABRIC AS MANUFACTURED BY  
TENAX OR APPROVED EQUAL

NOTES:

1. TREE PROTECTION BARRICADES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE PROTECTION MEASURES SHALL BE PROPERLY MAINTAINED DURING SITE DEVELOPMENT AND SHALL NOT BE REMOVED PRIOR TO FINAL LANDSCAPING.
2. REMOVE ALL BARRIERS UPON COMPLETION OF PROJECT AND FILL THE HOLES.
3. INSTALL FENCING WHERE SHOWN ON DRAWINGS AND MAINTAIN UNTIL COMPLETION OF GRADING.

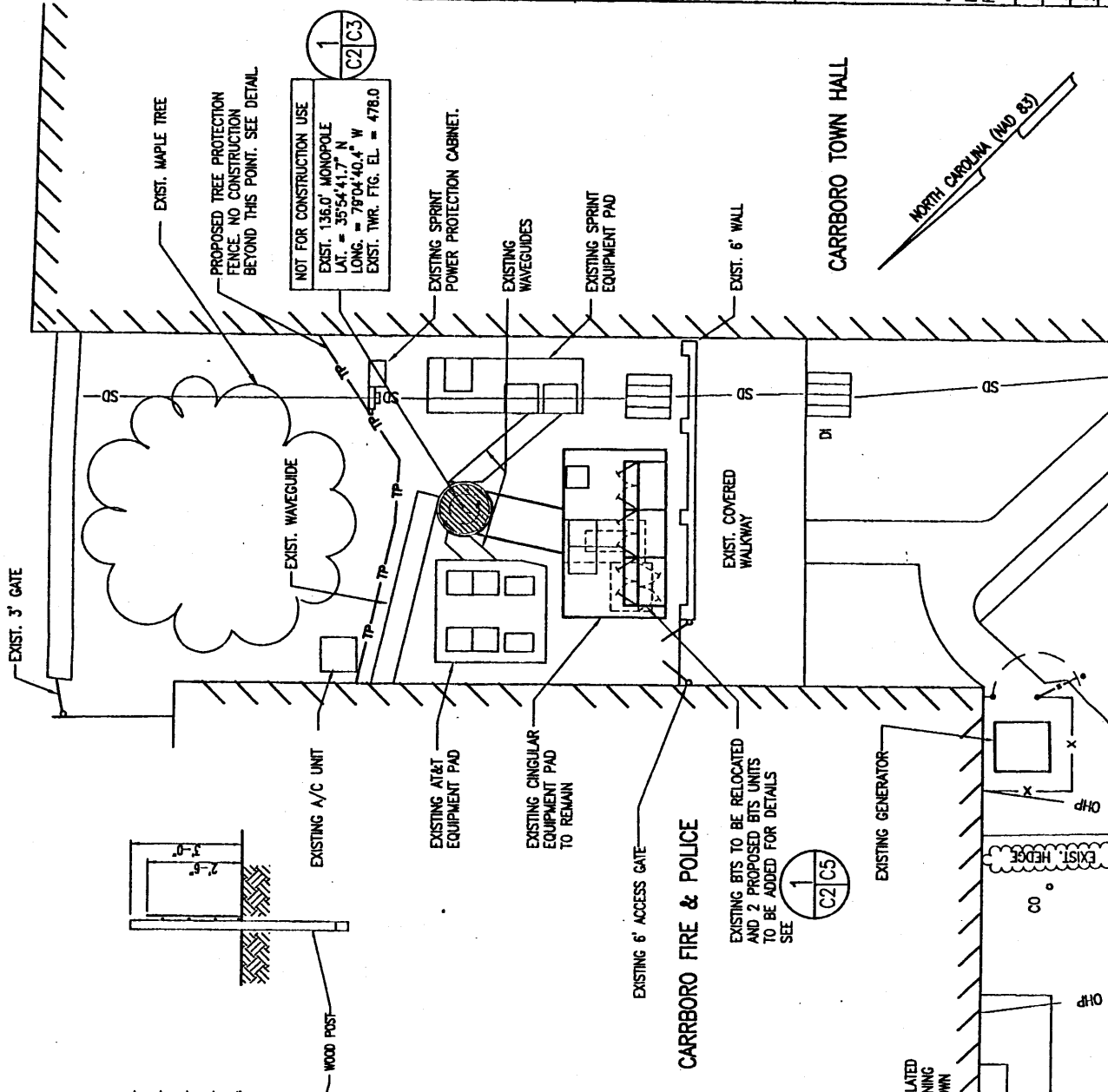
TREE PROTECTION FENCE DETAIL

NO SCALE

NOTES:

1. SEE SHEET C1 FOR GENERAL NOTES AND LEGEND.
2. SEE SHEET C5 FOR A DETAILED EQUIPMENT LAYOUT.
3. CONTRACTOR TO COORDINATE WITH THE TOWN ZONING DEPARTMENT AND THE PUBLIC WORKS DEPARTMENT FOR A PRE-CONSTRUCTION MEETING PRIOR TO START OF WORK.
4. CONTRACTOR MUST INSTALL THE TREE PROTECTION FENCE PRIOR TO THE PRE-CONSTRUCTION MEETING.
5. AFTER PLAN APPROVAL, ANY ALTERATIONS OR CHANGES CONTEMPLATED OR NEEDED FOR THE EXISTING CELL TOWER FACILITIES OR ADJOINING TOWN PROPERTY SHALL BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO IMPLEMENTATION BY CINGULAR WIRELESS OR THEIR AUTHORIZED CONTRACTOR.

SITE LAYOUT PLAN



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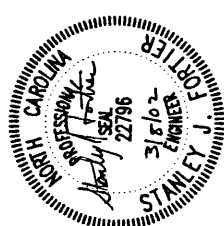
APPLICANT:  
CINGULAR WIRELESS  
1130 STUS COURT, SUITE 100  
RALEIGH, NC 27606  
(919) 272-9874  
(919) 852-2744 (FAX)

NO.	DATE	REVISION DESCRIPTION	BY	APP'D
1	08 MAR 2002	TOWN COMMENTS	AS	
2	30 MAY 2001	REVISION FOR PERMITTING	AS	
3		REVISION FOR PERMITTING	AS	
4		REVISION FOR PERMITTING	AS	

**cingular**  
WIRELESS

368-130  
UPGRADE  
SITE LAYOUT  
PLAN

**ARCADIS G&M**  
of North Carolina, Inc.  
P.O. Box 31389 Raleigh, NC 27622-1389  
2301 Research Dr., 1st Fl.  
Raleigh, NC 27607-3345  
Tel: 919/782-5011 Fax: 919/782-5005



SEAL NOT VALID UNLESS SIGNED AND DATED

OWNER:  
TOWN OF CARRBORO  
301 W. MAIN ST.  
CARRBORO, NC 27510  
(919) 968-7711  
(919) 968-7737 (FAX)

"CONDITIONAL USE PERMIT-MINOR  
MODIFICATION/ CONSTRUCTION  
PLANS"

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NCUPC368.0130 C2

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APPLICANT:  
CINGULAR WIRELESS  
1130 SITUS COURT, SUITE 100  
RALEIGH, NC 27606  
(919) 272-8974  
(919) 852-2744 (FAX)

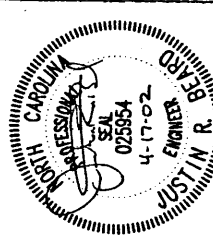
NO.	DATE	REVISION	DESCRIPTION
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2	08 APR 2002	REVISED FOR PERMITTING	
3	20 MAY 2001	REVISED FOR PERMITTING	
4	20 MAY 2001	REVISED FOR PERMITTING	
5	20 MAY 2001	REVISED FOR PERMITTING	
6	20 MAY 2001	REVISED FOR PERMITTING	
7	20 MAY 2001	REVISED FOR PERMITTING	
8	20 MAY 2001	REVISED FOR PERMITTING	
9	20 MAY 2001	REVISED FOR PERMITTING	
10	20 MAY 2001	REVISED FOR PERMITTING	

**cingular**  
WIRELESS

368-130  
UPGRADE

TOWER ELEVATION  
AND ANTENNA MOUNT

**ARCADIS G&M**  
of North Carolina, Inc.  
P.O. Box 31380 Raleigh, NC 27632-1380  
2301 Meadows Dr., Suite 102  
Raleigh, NC 27607-3008  
Tel: 919/782-5011 Fax: 919/782-5005

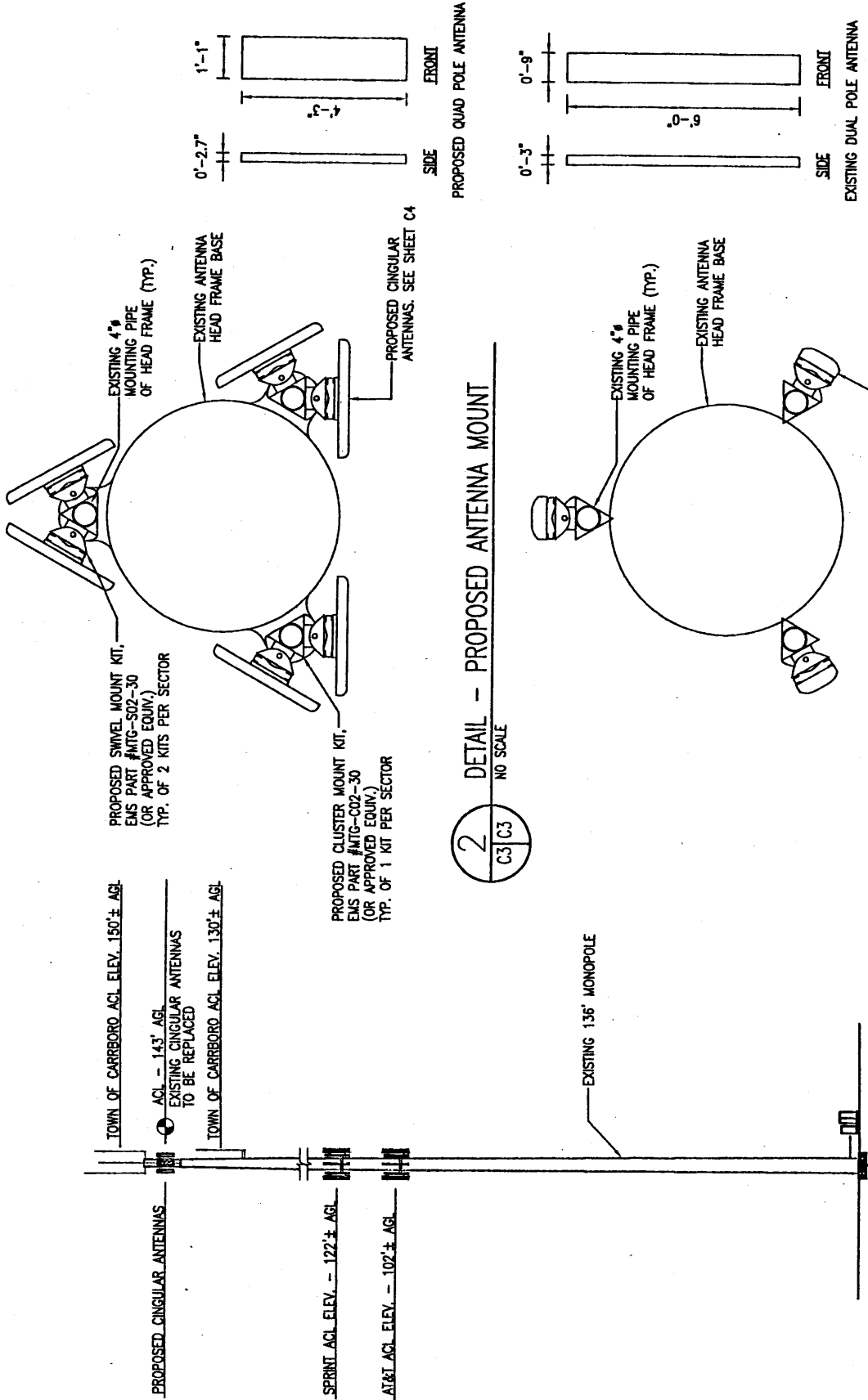


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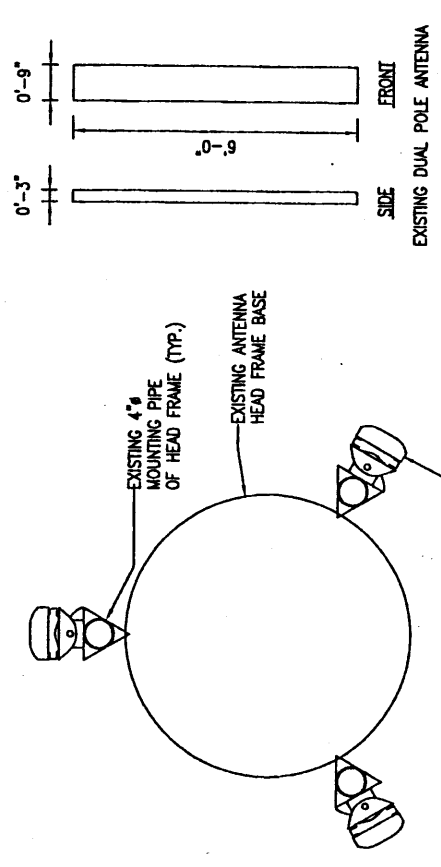
OWNER:  
TOWN OF CARRBORO  
301 W. MAIN ST.  
CARRBORO, NC 27510  
(919) 968-7711  
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"CONDITIONAL USE PERMIT-MINOR  
MODIFICATION/ CONSTRUCTION  
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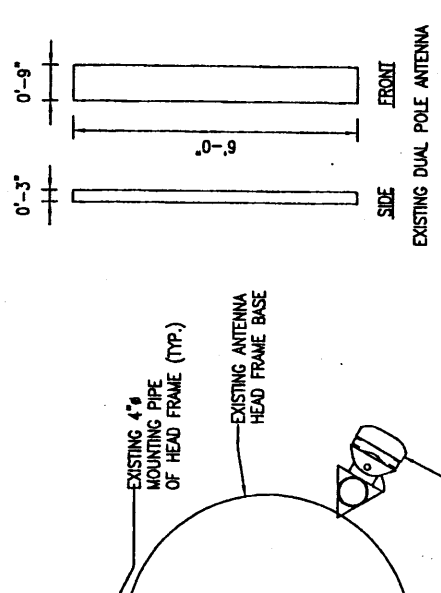
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1001	1001	1001	1001
1001	1001	1001	1001
1001	1001	1001	1001
1001	1001	1001	1001



2 DETAIL - PROPOSED ANTENNA MOUNT  
NO SCALE



2 DETAIL - EXISTING ANTENNA MOUNT  
NO SCALE



NOTE: THESE PLANS DO NOT PROVIDE  
AN ANALYSIS OF THE STRUCTURAL INTEGRITY  
OF THE TOWER FOR THE LOADING SHOWN.  
REFER TO THE APPROVED STRUCTURAL  
ANALYSIS PERFORMED BY ARCADIS G&M DATED  
11/8/01, AND THE APPROVED AMENDMENT LETTER  
PERFORMED BY ARCADIS G&M DATED 4/16/02,  
FOR VERIFICATION OF PROPOSED TOWER LOADING.

1 TOWER ELEVATION  
NO SCALE

NOTE: EXISTING ANTENNA'S ARE TO BE REMOVED

ANTENNA AND COAXIAL CABLE SCHEDULE						
SECTOR	AZIMUTH	ANTENNA	ANTENNA Q. HEIGHT	MECH. TILT	COAXIAL CABLE	COAXIAL LENGTH
ALPHA	0°	DECIBEL DB9320DC85EM, 2 PER SECTOR	143'	MATCH EXISTING	(8) 7/8"	170'
BETA	120°	DECIBEL DB9320DC85EM, 2 PER SECTOR	143'	MATCH EXISTING	(8) 7/8"	170'
GAMMA	240°	DECIBEL DB9320DC85EM, 2 PER SECTOR	143'	MATCH EXISTING	(8) 7/8"	170'

* TOTAL NUMBER OF ANTENNAS = 6
TOTAL NUMBER OF COAXIAL CABLES = 24

## NOTES:

1. ALL ANTENNAS TO BE FURNISHED WITH APPROPRIATE DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH CINGULAR RF ENGINEER.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO TOP OF FOOTING ELEVATION.
3. SEE CINGULAR CONSTRUCTION MANAGER FOR CABLE FEED LOCATIONS FOR EACH ANTENNA.
4. INFORMATION ON THIS SHEET IS INCLUDED FOR INFORMATION ONLY. INSTALLATION OF LINES & ANTENNAS IS SCHEDULED TO BE PERFORMED BY OTHERS UNDER SEPARATE CONTRACT WITH CINGULAR.
5. ANTENNA DATA REVISED PER JAY ZARAGOZA ON 4/11/02
6. EACH DR90-17-02DP ANTENNA REQUIRES (4) 7/8" DIA. CABLE. CABLE LENGTH INDICATED IN TABLE ABOVE.
7. EXISTING ANTENNA'S AND COAXIAL CABLES ARE TO BE REPLACED.

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**APPLICANT:**  
CINGULAR WIRELESS  
1130 SITUS COURT, SUITE 1000  
RALEIGH, NC 27606  
(919) 272-9974  
(919) 852-2744 (FAX)

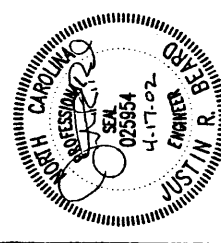
NO.	DATE	REVISION DESCRIPTION	BY	CHK
A	20 NOV 2001	ISSUED FOR PERMITTING, BIDS AND OWNERS REVIEW	CAJ	1
B	08 MAR 2002	REVISED FOR TOWN COMMENTS	CAJ	5
C	17 APR 2002	REVISED FOR CIRCULAR COMMENTS	CAJ	10

368-130  
UPGRADE

**ANTENNA AND  
CABLE SCHEDULE**



P.O. Box 31388 Raleigh, NC 27622-1388  
2301 Remwoods Dr., Suite 102  
Raleigh, NC 27607-3366  
Tel: 919/782-5511 Fax: 919/782-5905



SEAL NOT VALID UNLESS SIGNED AND DATED

**OWNER:**  
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301 W. MAIN ST.  
CARRBORO, NC 27510  
(919) 968-7711  
(919) 968-7737 (FAX)

**"CONDITIONAL USE PERMIT-MINOR  
MODIFICATION/ CONSTRUCTION  
PLANS"**

PROJECT MANAGER S. FORSTER	DEPARTMENT MANAGER F. BASH
LEAD DESIGN PART S. FORSTER	CHECKED S. FORSTER
DATE S. MAYERHUBER	DATE 20 MAY 2001
PROJECT NUMBER	DRAWING NUMBER

NCUPG368.0130 C4



The following resolution was introduced by Aldermen \_\_\_\_\_ and duly seconded by Aldermen \_\_\_\_\_.

**A RESOLUTION APPROVING THE MINOR MODIFICATION TO THE CUP FOR THE TOWN HALL TELECOMMUNICATIONS TOWER LOCATED AT 301 WEST MAIN STREET ALLOWING CINGULAR WIRELESS TO LOCATE SIX PANEL ANTENNAS ON THE TOWER AND INSTALL ADDITIONAL EQUIPMENT ON THE EXISTING CINGULAR WIRELESS EQUIPMENT PAD**

**WHEREAS**, the Carrboro Board of Aldermen approved a Conditional Use Permit for a telecommunications tower at 301 West Main Street on June 25, 1996; and

**WHEREAS**, the Town of Carrboro Land Use Ordinance requires that any substantial change to an existing tower shall constitute a minor modification to the original Conditional Use Permit; and

**WHEREAS**, the Board of Aldermen finds that the applicant has satisfied the requirements related to minor modifications for towers contained in the Land Use Ordinance.

**NOW, THEREFORE BE IT RESOLVED** by the Carrboro Board of Aldermen that the Board of Aldermen approve the minor modification to the Town Hall Telecommunications Tower Conditional Use Permit located at 301 West Main Street allowing BellSouth Telecommunications to install six panel antennas on the tower and install additional equipment on the existing Cingular Wireless equipment pad.

This the 21<sup>st</sup> day of May 2002.

**LPNC Inc.**

2303 New Sharon Church Rd.

Hillsborough, NC 27278

919-606-3001

E-mail: [jay.zaragoza@cingular.com](mailto:jay.zaragoza@cingular.com)

November 21, 2001

Mr. Marty Roupe  
Planner/Zoning development Specialist  
Town of Carrboro  
P.O. Box 829  
301 West Main Street  
Carrboro, NC 27510

RE: Application to modify conditional use permit #773/368 (6/9/98)

Dear Marty:

On April 28, 2000, BellSouth Mobility DCS applied to remove its three Smart antennas from atop the Carrboro Town Hall's communications tower and install three much small panel antennas. Each Smart antenna measured 71" tall x 33" wide x 12" deep and looked like refrigerator doors. The replacement antennas measure 75" tall x 5" wide by 3" deep. That application was approved and the antennas change out was performed.

Now doing business under the name Cingular Wireless, the company finds that 2000 replacement antennas have not performed adequately and they too need to be replaced. Cingular Wireless proposes to install a pair of panel antennas for each of the three sectors. Each new antenna measures 112" tall x 8" wide by 2.75" deep. While the 2001 replacement antennas will be somewhat larger than those installed in 2000, the proposed six panel antennas will be far less in overall size than the original three Smart antennas. A specification sheet for the EMS DR90-17-02DP antenna is attached and how it will be mounted to the existing pipe mounts on the tower is shown on page C3 of the attached construction drawings.

Also, whereas the Smart antennas required twenty-seven 7/8" coaxial cables, the 2001 replacement antennas will require twenty-four 7/8" coaxial cables. Arcadis G&M has prepared the attached structural analysis of the tower. The results of the analysis shows that with the removal of 2000 antennas and coaxial lines and the addition of the six panel antennas and twenty-four lines that the structural meets all building code requirements.

Cingular Wireless also proposes to install two more equipment cabinets onto its existing concrete pad as shown on pages C2 and C5 of the attached construction drawings. The new cabinets will be the same size and appearance as the one cabinet now there.



## Additional Submittals

I am also submitting additional information provided by Mr. Jerry Jones, Manager - Implementation for Cingular Wireless in which he responds to questions related to zoning. Also, there is an analysis prepared by David Liles, RF Design Engineer for Cingular Wireless. Radio frequency information for three wireless carriers, Cingular, AT&T Wireless and Sprint as well as the radios operated by the Town of Carrboro was compiled. The result is that no one carrier or town transmitter emits more than 3.42% of the maximum permissible level set by the F.C.C. and with the additional Cingular Wireless equipment, the overall level of emissions will be 11.55% of the F.C.C. level.

Please contact me at 919-606-3001 or e-mail me at [jay.zaragoza@cingular.com](mailto:jay.zaragoza@cingular.com) should you have any questions or comments.

Sincerely,



Jay Zaragoza  
Consultant to Cingular Wireless

Attachments



November 15, 2001

Mr. Marty Roupe  
Planner/Zoning Development Specialist  
Town of Carrboro  
P.O. Box 829  
301 West Main Street  
Carrboro, NC 27510

RE: Modification of Existing Conditional Use Permit #773/368 (6/9/98)

Dear Mr. Roupe:

BellSouth Personal Communications, LLC and doing business as Cingular Wireless herewith applies for a modification of its conditional use permit as amended in 2000 so as to allow the addition of two equipment cabinets and the replacement of antennas at the Carrboro Town Hall tower facility.

Specifically, Cingular wishes to remove the three panel antennas now on the tower and replace them with six other panel antennas to be mounted to the existing pipe mounts as shown on the attached set of plans and to add a second and a third radio equipment cabinet onto Cingular's existing concrete pad.

Please refer to the attached plans and specifications that show the existing and proposed installations. Also, refer to the "cut sheet" that gives the dimensions of the new antennas.

I have reviewed Section 15-176 (Towers and Antennas) of the Town of Carrboro Land Use Ordinance and the following are responses to those subsections that apply to this situation where there is an existing tower:

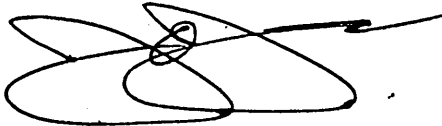
- (3) Cingular does not propose to add lights to the tower and the FAA does not require the tower to be lit.
- (4) The new and existing equipment will be operated in such a manner so as not to disturb or interfere with the use or operation on adjoining or nearby properties of radios, televisions, telephones or similar equipment. Should such interference occur as a result of Cingular's operation of its equipment, Cingular will take immediate steps to correct the interference. Such interference is very unlikely to occur.
- (5) Cingular will not display any commercial messages on the tower.
- (6) The equipment Cingular plans to install will slightly increase the current low level of Electronic Magnetic Force (EMF) that at the site. Because of that increase, an EMF study has been conducted and is made part of this application. Please refer to the

attached study prepared by Mr. David Liles, RF Design Engineer for Cingular Wireless. The study concludes that the cumulative RF emissions level is 11.55% of the maximum permissible emissions (M.P.E.) level as set by the F.C.C. when standing at the base of the tower. Also, as one moves away from the tower, the M.P.E. percentage declines.

- (10) Cingular does not propose any outdoor storage at the tower site. Further, it will remove the brick and block now piled up at the site adjacent to its concrete pad.
- (12) Cingular will submit to the Carrboro Zoning Administrator by January 31 of each year that is utilizing the tower located at the Town Hall and will submit a copy of its then current FCC operating license. Moreover, should Cingular cease operation at the Town Hall tower for more than a six-month period, then Cingular will remove its equipment within 90 days of passing said six month period.

I hope that these responses meet the requirements of the Land Use Ordinance. Should you have any questions, please contact my consultant, Mr. Jay Zaragoza with LPNC Inc., at 606-3001. Please let Mr. Zaragoza know when this item will be presented to the Board of Aldermen. You can reach me at 272-9974.

Sincerely,



Jerry O. Jones, P.E.  
Manager -Implementation

cc: Jay Zaragoza

Attachment's

**Martin Roupe**

From: Joines [wtj@ee.duke.edu]  
 Sent: Thursday, April 18, 2002 2:08 PM  
 To: Martin Roupe  
 Subject: Cingular antenna calculations

Marty: I spoke with Jay Zaragoza a few times. The ERP increases quite a bit (from 795 to 2303W), so I made the calculations again for the Cingular antenna as show following. Let me know if you need more.

Bill Joines

Antenna Attachment Height (ft AGL)	Frequency (MHz)	ERP (W)	User
150	450	1778	Police Dept.
150	150	1288	Fire Dept.
143	1950	2303	Cingular
130	37	60	Public Works
130	450	586	Inspections
122	1945	1026	Sprint
102	1930	1026	AT&T

{Antenna 3}. For the declination angles 10.5, 12, 15, 20 and 25 degrees, corresponding calculations are made and tabulated as follows for the 1950 MHz, 2303-watt ERP antenna at 143 feet above ground level:

Declination Angle a (deg.)	Distance d (feet)	Range r (feet)	Range r (meters)	ERP (watts)	Power (mW/sq.cm)
10.5	771.56	784.70	239.18	1152	0.0001601
12.0	705.69	721.46	219.90	898	0.0001477
15.0	559.81	579.56	176.65	484	0.0001235
20.0	412.12	438.57	133.68	70	0.0000321
25.0	321.68	354.93	108.18	3	0.0000021

Notice from this table that the maximum ground-level power density is 0.0001601 mW/sq.cm at 771.56 feet from the base of the tower for this one antenna.

Adding the maximum power density from each tabulation, even though the emitted signal powers from the seven antennas occur at different frequencies and at different points on the ground, yields an absolute upper limit on ground level power density of 0.0006530 mW/sq.cm when the 2303W ERP Cingular antenna is used, versus 0.0005482 mW/sq.cm when the 595W ERP Cingular antenna is used. Thus, we can be assured that due to all antennas on the tower, at no point on the ground will the total power density ever exceed 0.0005482 mW/sq.cm.

Note that the absolute maximum value of ground-level power density obtained for the tower (0.000653 versus 0.0005482 mW/sq.cm determined previously) is approximately 765 (versus 900 previously) times smaller than the recommended safety standard value of 0.5 mW/sq.cm (the central value for the range of frequencies used).

**WORKSESSION/TELECOMMUNICATIONS TOWERS AND ANTENNAS**

On May 14, 1996 the Board of Aldermen requested that a worksession be held to review telecommunication towers and antennas before proceeding with reviewing applications for new towers or modifications to existing towers. That worksession was scheduled for tonight's meeting.

Roy Williford, the town's Planning and Economic Development Director, and Keith Lankford, the town's Zoning Administrator, answered the Board's questions concerning towers and antennas.

Gray Stilers, an attorney representing Bell South, answered the Board's questions concerning the number of towers needed to meet public need.

Al Benshaw, with 360° Communications, requested that the Board schedule a public hearing on their request.

MOTION WAS MADE BY JAY BRYAN AND SECONDED BY HANK ANDERSON TO SET PUBLIC HEARINGS FOR JUNE 18, 1996 TO CONSIDER: (1) MODIFICATION OF THE EXISTING 360° COMMUNICATIONS TOWER LOCATED AT 515 SOUTH GREENSBORO STREET; (2) MODIFICATION OF THE EXISTING TOWER LOCATED AT THE TOWN HALL. VOTE: AFFIRMATIVE ALL

Alderman Bryan requested that the Town Attorney prepare an amendment to the Land Use Ordinance to strengthen the provisions dealing with the appearance and safety of towers and antennas.

The Board delayed action on setting the public hearing on the modification of the existing tower located at the Lake Hogan Farms Subdivision until after the Board considers amendments to the regulations for towers and antennas.

Alderman Zaffron requested information on the ambient exposure to radio frequencies in comparison to cellular phone radio frequency exposure.

\*\*\*\*\*

**PUBLIC HEARING/CONDITIONAL USE PERMIT MODIFICATION/ TELECOMMUNICATIONS  
TOWER AT 515 SOUTH GREENSBORO STREET**

This was a public hearing to review an application for a modification of the conditional use permit for the existing telecommunications tower at 515 South Greensboro Street. The modification would allow for the replacement of the existing antenna array's six panel antennas, and two whip antennas. The new antenna array will consist of 12 directional panel antennas which represents an upgrading of the old technology and will improve the capacity of the tower by one-third over the existing antenna array. In addition, the applicant has requested that the Board of Aldermen delete Condition #11 from the existing conditional use permit which requires that they prepare annual engineer reports on the power generated by the tower.

Keith Lankford, the town's Zoning Administrator, was sworn in. Mr. Lankford explained the proposed modification and stated that the administration recommended approval of the modification as requested.

Albert Benshoff, representing 360 Communications, was sworn in. Mr. Benshoff presented an artist's rendering of the present tower and how the tower will look following the changes to the existing tower. Mr. Benshoff stated that they were requesting that Condition #11 (which requires that they prepare annual engineer reports on the power generated by the tower) be deleted since the power coming off the tower will only be at most 8% of the recommended federal threshold.

Karen Multon was sworn in. Ms. Multon stated that the proposed antenna array is actually less at the top of the platform than the existing array. Ms. Multon stated that to her knowledge, none of their towers have fallen.

Pat Garravaglia a resident of 436 South Greensboro Street, requested some landscaping to divert the eye from the antenna.

Mike Brough stated that the Board could add conditions to the permit to add landscaping to the site.

Rubin Hayes, a resident of 111 Roberts Street, was sworn in. Mr. Hayes expressed concern about the increased power on the antenna. Mr. Hayes stated that it is unknown what affect this power will have on children. Mr. Hayes requested that the Board not grant the modification and require the annual monitoring by an outside source. Mr. Hayes stated that the residents have not been monitored to determine whether there have been any effects on them as a result of installation of the existing tower.

Mr. Benshoff stated that the Land Use Ordinance requires that the town notify residents within 200 feet of the site. Mr. Benshoff stated in the future if 360 requests additional modifications, they would be happy to meet with surrounding property owners to discuss the proposed changes. Mr. Benshoff stated that 360 would be happy to enhance the buffers.

Mr. Jacobs a resident of 100 Roberts Street, was sworn in. Mr. Jacobs expressed concern about the affect of the power on his children Mr. Jacobs expressed concern that the proposed changes will make the tower top heavy.

It was the consensus of the Board to delay taking action on this request until June 25th.

Roy Williford, Planning and Economic Developer Director, was sworn in. Mr. Williford stated that most of the studies that Dr. Savages has conducted have dealt with 60 mega hertz type frequencies which deal more with the transmission tower EMF radiation. The cell tower is another subject all together in terms of frequencies they omit. Dr. Savages stated that there have been very few epidemiological studies done on cell towers.

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**PUBLIC HEARING/CONDITIONAL USE PERMIT MODIFICATION/ TELECOMMUNICATIONS  
TOWER AT TOWN HALL**

This was a public hearing to review an application for a modification of the conditional use permit for the existing telecommunications tower at Town Hall. The modification would allow relocation of the existing 170-foot tall lattice type tower from its current location at the corner of the police/fire building to inside the court yard area between Town Hall and the Fire Department building. The new tower will be a 170-foot tall monopole type tower, which will be of sufficient height to allow for future co-location of other antenna units (subject to separate Board review.)

Keith Lankford, the town's Zoning Administrator, was sworn in. Mr. Lankford presented the site plan for the proposed modification. Mr. Lankford requested that the Board delay taking action on this request until June 25th at which time the town staff will present the site plan showing the proposed antenna array configuration.

Alderman Bryan requested that the Town Manager check with the Chapel Hill Town Manager on the percentage Chapel Hill receives from the Bell South unit in Chapel Hill.

John Weldon, with Bell South, was sworn in. Mr. Weldon stated that pcs technology will allow for digital transmission by town personnel. The tower will be owned by the town with annual income to the town. Mr. Weldon stated that the tower was designed at the same height as the town's existing tower.

Alderman Bryan asked for information on the largest whip antenna that can be placed on top of the monopole.

It was the consensus of the Board to delay taking action on this matter until June 25th.

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**PUBLIC HEARING/CONDITIONAL USE PERMIT MODIFICATION/TELECOMMUNICATIONS** F-4  
**TOWER AT 515 SOUTH GREENSBORO STREET**

This was a continuation of the June 18, 1996 public hearing to review an application for a modification of the conditional use permit for the existing telecommunications tower at 515 South Greensboro Street. The modification would allow for the replacement of the existing antenna array's six panel antennas, and two whip antennas. The new antenna array will consist of 12 directional panel antennas which represents an upgrading of the old technology and will improve the capacity of the tower by one-third over the existing antenna array.

Keith Lankford, the town's Zoning Administrator, stated that the FAA does not require lighting on towers that are less than 200 feet in height. Mr. Lankford stated that the applicant had requested that Condition #11 be deleted from the permit which requires that the applicant prepare annual engineering reports on the power generated by the tower.

Pat Garravaglia stated that she had looked at other towers owned by 360 Communications and they had lots of antennas on each of them. Ms. Garravaglia asked that the Board limit the number of antennas on the tower.

Albert Benshoff, attorney for 360 Communications, stated that this tower is structurally able to accommodate co-location.

MOTION WAS MADE BY ALEX ZAFFRON AND SECONDED BY HILLIARD CALDWELL TO APPROVE THE MODIFICATION WITH THE FOLLOWING PROVISIONS: THAT THE LANGUAGE REQUIRING ADDITIONAL ANTENNAS COME BACK BEFORE THE BOARD FOR PUBLIC HEARING AND THAT CONDITION #11 REMAIN IN THE PERMIT WHICH REQUIRES THAT THE APPLICANT PREPARE ANNUAL ENGINEER REPORTS ON THE POWER GENERATED BY THE TOWER. VOTE: AFFIRMATIVE FOUR, NEGATIVE THREE (ANDERSON, GIST, BRYAN)

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**PUBLIC HEARING/CONDITIONAL USE PERMIT MODIFICATION/TELECOMMUNICATIONS**  
**TOWER AT TOWN HALL**

This was a continuation of the June 18, 1996 public hearing to review an application for a modification of the conditional use permit for the existing telecommunications tower at Town Hall. The modification would allow relocation of the existing 170-foot tall lattice type tower from its current location at the corner of the police/fire building to inside the court yard area between Town Hall and the Fire Department building. The new tower will be a 170-foot tall monopole type tower, which will be of sufficient height to allow for future co-location of other antenna units (subject to separate Board review.)

Richard Taylor was sworn in. Mr. Taylor suggested that the Board request that the applicant erect a vertical slat fence at the dripline of the maple tree to preserve green space between the Town Hall building and the fire department.

Mr. Morgan stated that Bell South had requested authorization to erect a temporary tower until the lease agreement is finalized.

John Weldon, with Bell South, was sworn in. Mr. Weldon requested that the Board approve the conditional use permit at tonight's meeting. Mr. Weldon stated that they are confident that a lease can be worked out. Mr. Weldon requested that the town allow a temporary pole until the lease is worked out.



Grey Snyders with Bell South, was sworn in. Mr. Snyders stated that this tower is part of a large network in the area and encouraged the Board to approve the c.u.p.. Mr. Snyders stated that it has been proven that monopoles are more structurally sound than other types of towers. F-5

Ellen Perry, a resident of Bim Street, was sworn in. Ms. Perry stated that the current tower at Town Hall is an eyesore and spoke in favor of removing it. Ms. Perry asked that Bell South contact her neighbors before making any further changes.

MOTION WAS MADE BY DIANA MCDUFFEE AND SECONDED BY HILLIARD CALDWELL THAT THE MODIFICATION BE APPROVED AS PRESENTED. VOTE: AFFIRMATIVE FIVE, NEGATIVE TWO (GIST, BRYAN)

Mr. Morgan stated that the applicant would have to come back to the Board for any additional antennas.

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**LEASE AGREEMENT WITH GEARON & COMPANY/TOWN HALL TOWER**

Gearon & Company has approached the Town on behalf of Bell South to replace and relocate the Town's communication tower in order to allow them to lease space for their PCS system. The Board will consider adoption of a resolution authorizing the Town Manager to enter into a "Co-Location Option and License Agreement" with Gearon & Company.

King Branard stated that Gearon and Company would not have the right to terminate the lease.

The Board requested that Page 2 under section 4 of the agreement be amended to delete the last sentence which reads: "Any sale, subdivision, or change in the status of the zoning of the Licensed Premises or the Tower shall be subject to LICENSEE's rights under this Agreement."

The following resolution was introduced by Alderman Diana McDuffee and duly seconded by Alderman Alex Zaffron.

**A RESOLUTION AUTHORIZING THE TOWN OF CARRBORO  
TO ENTER INTO A TOWER LEASE LICENSING AGREEMENT  
WITH GEARON & COMPANY  
Resolution No. 2/96-97**

WHEREAS, Gearon & Company has expressed a desire to remove the Town's existing telecommunications tower, construct a new tower, and donate that tower to the Town's and

WHEREAS, the Town wishes to lease space on the new tower to Gearon & Company and other parties.

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO RESOLVES:

Section 1. That the Board of Aldermen hereby authorizes the Town Manager to enter into a "Co-Location Option and License Agreement" with Gearon & Company, a copy of which is attached to this resolution.

Section 2. This resolution shall become effective upon adoption.

The foregoing resolution, having been submitted to a vote, received the following vote and was duly adopted this 13th day of August, 1996:

Ayes: Alex Zaffron, Hilliard Caldwell, Hank Anderson, Michael Nelson, Diana McDuffee,

Noes: Jacquelyn Gist, Jay Bryan

Absent or Excused: None

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## BOARD OF ALDERMEN

ATTACHMENT "G"

### AGENDA ITEM ABSTRACT

MEETING DATE: August 13, 1996

SUBJECT: Lease Agreement with Gearon & Company/Town Hall Tower

DEPARTMENT: Administration	PUBLIC HEARING: YES ____ NO <u>x</u>
ATTACHMENTS: Lease Agreement, Resolution	FOR INFORMATION CONTACT: Robert Morgan, 968-7706

#### PURPOSE

Gearon & Company has approached the Town on behalf of Bell South to replace and relocate the Town's communication tower in order to allow them to lease space for their PCS system. The Board will consider adoption of a resolution authorizing the Town Manager to enter into a "Co-Location Option and License Agreement" with Gearon & Company.

#### SUMMARY

If the Board adopts the attached resolution, the Town will receive:

- ⇒ an annual lease payment starting at \$12,000 and increasing by 3% per annum for ten years;
- ⇒ a new monopole tower relocated to a space off the street with a base of 44 inches, which is smaller than the existing tower;
- ⇒ new communication equipment for the Town, including the addition of a repeater for the Fire Department;
- ⇒ the opportunity to lease two additional spaces on the tower to generate additional revenue for the Town; and
- ⇒ the opportunity to reduce the need for another tower in the area.

#### ANALYSIS

On June 25, 1996 the Mayor and Board of Aldermen approved a modification to the conditional use permit for the Town's communication tower. Attached is a co-location and license agreement with Gearon & Co. that provides the option to implement the conditional use permit modification. This agreement provides for an annual lease starting at \$12,000 and increasing by 3% each year over a ten-year period. The agreement also provides that the licensee will replace the Town's existing communication equipment associated with the Town, including an additional repeater for the Fire Department. If the Town allows the

Page 2  
Agenda Item Abstract D(3)  
August 13, 1996

two other users on the tower, each of these users will reimburse the licensee 50% of the cost of this equipment. If no additional users are added to the tower, then there will be no reimbursement.

### RECOMMENDATION

The administration recommends that this agreement be entered into for the following reasons:

- ⇒ Provides a combined location for PCS providers in the location of an existing tower.
- ⇒ Provides the opportunity for the Town to generate non-tax revenue.
- ⇒ Upgrades existing town communication equipment, providing longevity of equipment and better service.
- ⇒ The existing tower will be relocated off the street with screening on all four sides for the lower portion of the tower.

### ACTION REQUESTED

To authorize the Town Manager to enter into the Co-Location Option and License Agreement with Gearon & Company.

## AGREEMENT

THIS AGREEMENT is made and entered into this 30<sup>TH</sup> day of AUGUST, 1996, by and between GEARON & CO., INC., a Georgia corporation (hereinafter "GEARON"), whose address is: 1760 The Exchange N.W., Suite 200, Atlanta, Georgia 30339, and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership, doing business as BellSouth Mobility DCS (hereinafter "BELLSOUTH"), whose address is: 3353 Peachtree Road, N.E., Suite 300, Atlanta, Georgia 30326.

**WITNESSETH: THAT** for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. GEARON hereby sells, transfers and assigns to BELLSOUTH or its designee, and BELLSOUTH or its designee accepts the sale, transfer and assignment of, all rights and obligations of GEARON pursuant to the provisions set forth in the attached written lease agreement between THE TOWN OF CARRBORO, as Lessor, and GEARON & CO., INC., as Tenant, dated AUGUST 22, 1996 (the "Lease"), pertaining to certain property known as: 301 W. MAIN ST., CARRBORO, NORTH CAROLINA, 27510, and located in ORANGE County.

2. In consideration of the foregoing, BELLSOUTH or its designee shall reimburse to GEARON upon demand any option money, deposit money, or other monies paid by GEARON as set forth in said Lease. If its designee fails to timely remit the foregoing monies to GEARON, BELLSOUTH shall pay such monies to GEARON upon demand.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered as of the date first above written.

GEARON & CO., INC., a Georgia corporation

By: Sue B. Chapman  
Sue B. Chapman, Assistant Vice President

(Corporate Seal)

BELLSOUTH CAROLINAS PCS, L.P.,  
a Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL COMMUNICATIONS, INC.,  
a Delaware corporation, General Partner

By: Keith Lee  
Keith Lee, Manager, Real Estate  
Moe Mustafa, Engineering & Operations Director

CO-LOCATION OPTION AND LICENSE AGREEMENT

THIS AGREEMENT, entered into this 22<sup>nd</sup> day of August, 1996, between THE TOWN OF CARRBORO, NORTH CAROLINA (hereinafter referred to as "LICENSOR") and GEARON & CO., INC. (hereinafter referred to as "LICENSEE").

WHEREAS, LICENSOR owns a certain parcel of property located at The Town Hall, County of Orange, Town of Carrboro, State of North Carolina, (hereinafter referred to as "the Licensed Premises"), as represented in the survey attached to this agreement as Exhibit A, with metes and bounds as described in Exhibit B; and

WHEREAS, LICENSOR presently has constructed on its property a telecommunications tower which is currently being used by various Town departments for communication purposes; and

WHEREAS, LICENSEE has expressed a desire to remove LICENSOR's existing tower, construct and donate to LICENSOR a new tower on the Licensed Premises, and lease space on the new tower from LICENSOR; and

WHEREAS, LICENSEE wishes to obtain from LICENSOR an Option to lease space on the proposed new tower;

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, the parties hereby agree as follows:

PART 1: OPTION

1. Grant of Option: Upon the execution of this Agreement, LICENSEE shall pay to LICENSOR the sum of Five Hundred and No/100 Dollars (\$500.00) (hereinafter referred to as the "Option Money"), and LICENSOR in return grants LICENSEE the exclusive right and option (hereinafter referred to as the "Option") to use designated space of the Licensed Premises and the Tower to be constructed by LICENSEE under this Agreement (hereinafter, the "Tower") in accordance with the terms and conditions set forth herein.

2. Option Period: The Option may be exercised at any time on or prior to December 12, 1996 (the "Option Period"). At LICENSEE's election, and upon LICENSEE's written notice to LICENSOR prior to the expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including June 12, 1997 with an additional payment of Five Hundred and No/100 Dollars (\$500.00) by LICENSEE to LICENSOR for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If LICENSEE fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LICENSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

3. Transfer of Option: The Option may be sold, assigned, or transferred at any time by LICENSEE to LICENSEE's parent company or any affiliate or subsidiary of LICENSEE or its parent company or to the BellSouth Carolinas PCS,

L.P. ("BellSouth") or to any parent company or any affiliate or subsidiary of BellSouth or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LICENSOR, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by LICENSEE to a third party agreeing to be subject to the terms hereof, LICENSEE shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. The sale, assignment, or transfer shall not become effective, and LICENSEE shall not be released from liability under this Agreement, until LICENSOR receives a written acknowledgement from the party to whom this Option is sold, assigned, or transferred that this third party agrees to all of the terms and conditions of this Agreement.

4. Changes in Property During Option Period: If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LICENSOR decides to subdivide, sell or change the status of the zoning of the Licensed Premises or the other real property of LICENSOR contiguous to, surrounding, or in the vicinity of the Property ("LICENSOR's Surrounding Property"), LICENSOR shall immediately notify LICENSEE in writing.

5. Title: LICENSOR warrants that LICENSOR is seized of good and marketable title to the Licensed Premises and has the full power and authority to enter into and execute this Agreement. LICENSOR further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Licensed Premises and the Tower, and that there are no other encumbrances on the title to the Licensed Premises or the Tower that would prevent LICENSEE from using the Licensed Premises for the uses intended by LICENSEE as hereinafter set forth in this Agreement.

6. Inspections: LICENSOR shall permit LICENSEE during the Option Period, and any extension thereof, free ingress and egress to the Licensed Premises by LICENSEE and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as LICENSEE may deem necessary, at the sole cost of LICENSEE. LICENSEE and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Licensed Premises and the LICENSOR's Surrounding Property to conduct such tests, investigations and similar activities. However, such vehicles and equipment shall be allowed to remain on LICENSOR's premises only during the period when LICENSEE is actively engaged in performing the investigation

7. Governmental Approvals: LICENSEE's ability to use the Licensed Premises and the Tower is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. LICENSEE will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Licensed Premises deemed necessary by LICENSEE.

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

## PART 2: CONSTRUCTION OF TOWER

9. Construction of Tower: If LICENSEE exercises its Option under Part 1 of this Agreement, LICENSEE shall construct the Tower and all related improvements, in accordance with the plans and specifications attached as EXHIBIT C and incorporated herein by reference, which plans and specifications have been mutually accepted by the parties hereto (the "Tower Plans"). LICENSOR represents and warrants that it has the requisite authority to allow LICENSEE to construct the Tower on LICENSOR's behalf, and LICENSOR agrees to indemnify and hold LICENSEE harmless with respect to such authority. LICENSOR hereby grants LICENSEE all necessary access across the property of LICENSOR necessary to construct the Tower.

10. Title: Title to the Tower will vest in LICENSOR upon completion of construction of the Tower as certified by the appropriate governmental entities, or upon acceptance by LICENSOR, whichever first occurs.

11. Removal of Old Tower: In conjunction with the construction of the Tower, and immediately following the completion of the Tower, LICENSEE shall disassemble and remove LICENSOR's existing lattice tower located in the immediate vicinity of the Tower (the "Old Tower"). The disassembling and removing of the Old Tower shall be at LICENSEE's sole cost and expense. LICENSEE shall also be responsible, at its own cost and expense, for the removal of LICENSEE's four (4) antenna located on the Old Tower, which four (4) antennas are the (i) police department antenna, (ii) fire department antenna, (iii) zoning and inspection department antenna, and (iv) public works antenna. The removal of the old antennas and tower shall not take place until LICENSOR'S new antennas (See paragraph 12) are installed, so that communication service is not disrupted.

12. New Equipment for Town: LICENSEE shall purchase the following equipment:

MTR 2000 Repeater (Fire) VHF, 100 watt, conventional software, repeater operation, duplexer, and 30-inch indoor cabinet.

MTR 2000 Repeater (Police) UHF, 100 watt, conventional software, repeater operation, duplexer, and 30-inch indoor cabinet.

LDF (7/8-inch) Andrews Coax (525 feet).

7/8-inch "N" Male Connectors (Quantity: 3).

7/8-inch "N" Female Connectors (Quantity: 3).



TDN 8964 Hanger Kits (Quantity: 9).

TDN 6674 7/8-inch Grounding Kits (Quantity: 6).

TDN 9580 4-inch, 7/8-inch Cable Boots (Quantity: 3).

TDE 6402 9.2db Gain Antenna (Quantity: 1).

TDD 7090 6db Gain Antenna (Quantity: 1).

PD 324 5db Gain Antenna (Quantity: 1).

All equipment shall meet the LICENSOR's specifications, and the installation shall be performed to the LICENSOR's specification. All costs associated with the purchase and installation of the equipment listed in this paragraph shall be borne by LICENSEE.

13. Reimbursement By Future Users: LICENSEE agrees that LICENSOR may locate a maximum of two additional users on the Tower during the Term of this agreement or any extension or renewal. LICENSOR agrees that each additional user shall reimburse LICENSEE for half of the total purchase price of the equipment listed in paragraph 12. LICENSEE shall provide documentation for the purchase price of the equipment.

14. Construction in Accordance with Applicable Laws and Sound Engineering Practices: LICENSEE will complete all construction of the Tower substantially in accordance with the Tower Plans, and shall do so in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. All such construction shall conform with sound engineering practices and industry standards. Notwithstanding the above, nothing contained herein shall hold LICENSEE liable for any construction delays or actions arising from the construction of the Tower caused by or attributable to LICENSOR; and nothing contained herein shall hold LICENSOR liable for any construction delays or actions arising from the construction of the Tower caused by or attributable to LICENSEE.

15. Maintenance: LICENSEE shall be responsible for such maintenance and repairs as are necessary to maintain the structural integrity of the Tower during the term of the License provided for in Part 3 of this Agreement.

16. Indemnification: LICENSEE shall indemnify, defend and hold harmless LICENSOR from all damages, liability, loss, and claims whatsoever arising out of LICENSEE's negligence or willful misconduct in the construction or maintenance of the Tower. For purposes of this paragraph the term LICENSEE includes any agents or employees of LICENSEE or independent contractors retained by LICENSEE to accomplish any of LICENSEE's obligations or responsibilities under this Agreement.

PART 3: LICENSE AGREEMENT17. Premises:

a. Upon exercise of its Option under Part 1 and construction of the Tower under Part 2, LICENSOR hereby licenses to LICENSEE space on the Tower substantially as shown on the Tower Plans attached as Exhibit "A", particularly drawing number C-4.

b. The exact location on the Tower of LICENSEE's antennas will be determined in conjunction with LICENSOR's engineers so as to avoid interference with any of LICENSOR's lighting equipment, cables, lines, antennas, and/or any other property of LICENSOR located on the Tower and Licensed Premises, as may be applicable.

c. LICENSOR grants to LICENSEE permission to attach necessary transmission lines, cables, antennas, fixtures, and other associated equipment to the Tower to make said antenna operational. LICENSEE will provide all mounting hardware necessary for its installation.

d. LICENSOR also licenses to LICENSEE a concrete pad of up to twelve feet by seventeen feet (12' x 17'), as described and depicted on the attached Exhibit "A", for locating certain equipment described as communications equipment.

e. LICENSOR shall allow LICENSEE to pour a twelve foot by seventeen foot (12' x 17') concrete pad within this designated licensed area and place an unmanned equipment shelter within the designated area which has been specifically described on Exhibit "A" and LICENSEE must obtain prior written approval pursuant to the terms and conditions set forth in Paragraph 23 of this Agreement.

f. LICENSEE shall furnish, to its unmanned equipment shelter, electric service for the operation of LICENSEE's communications equipment. LICENSEE shall be solely liable for electricity expenses relating to its installation and equipment. LICENSEE's electrical service shall be separately metered, and LICENSEE shall be responsible for all costs associated with metering, including the cost of installing any meter. LICENSEE shall be permitted to connect LICENSEE's equipment to the existing grounding system, if any.

g. LICENSOR shall provide 24 hour, 7 days per week access to LICENSEE for maintenance purposes.

h. LICENSOR shall be responsible for ensuring that the Tower remains in compliance with all applicable federal lighting laws and regulations, including all applicable FAA regulations.

18. Term: This Agreement shall commence upon the earlier of the start of construction of the equipment shelter and pad or the installation of the antenna on the Tower, which date shall be provided to LICENSOR in writing within ten (10) days following the start and which written notice shall automatically become a part of this license. This Agreement shall then run for a period of

five (5) years, subject to the terms and conditions set forth in Paragraph 20 of this Agreement.

19. Rental: Beginning as of the commencement date of this Agreement as defined in Paragraph 2 above, LICENSEE shall pay as an annual license fee. In the first year of this Agreement, the license fee shall be the sum of Twelve Thousand and No/100 Dollars (\$12,000). In each subsequent year of the initial period and any renewal period, the license fee shall be the sum of the previous year's license fee plus three percent (3%). Said sum shall be paid by LICENSEE on the anniversary of the commencement date each year thereafter throughout the term of this Agreement.

20. Extension of Time: LICENSEE shall have the option to extend the term of this Agreement for one (1) additional consecutive five (5) year period. This option for an extended term shall be deemed automatically exercised without notice by LICENSEE to LICENSOR unless LICENSEE gives LICENSOR written notice of its intention not to exercise any such option, in which case the term of this Agreement shall expire at the end of the first term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement. The annual rental for the extended term shall be as provided in paragraph 19 above.

21. Tower Studies: LICENSEE agrees to reimburse LICENSOR for the cost of all necessary Tower studies determining feasibility of Tower loading due to LICENSEE's antenna. Should Tower modifications be required, the cost of all such modifications shall be borne by LICENSEE. LICENSEE shall submit plans and specifications to LICENSOR for written approval prior to commencement of any modification. LICENSOR shall conduct a Tower inspection upon completion of modification to insure work compliance. Should Tower inspection identify nonconforming work, LICENSEE shall correct such nonconforming work after which LICENSOR will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of LICENSEE and shall be conducted pursuant to the terms and conditions set forth in Paragraph 23 of this Agreement.

22. Approvals: LICENSEE is responsible for obtaining all necessary Federal, State and local governmental approvals.

23. Installation Plans: LICENSEE, without liability of any kind to LICENSOR, may commence work only after LICENSOR has approved all plans and specifications in writing. LICENSOR's approval shall not be unreasonably withheld or delayed. LICENSEE agrees to comply with all of LICENSOR's reasonable requirements. LICENSOR shall have the option to consult with LICENSEE's contractor prior to any installation and/or maintenance that will require access to the Tower structure.

24. Standard for Performance: LICENSEE, at its sole cost and expense, shall cause the approved work authorized under Part 2 of this Agreement (the "work") to be done and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. LICENSEE shall be solely responsible for construction means, methods, techniques, sequences and

procedures, and for coordinating all activities related to the work.

25. Payments of Costs and Expenses: LICENSEE shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. LICENSEE shall promptly pay when due all costs and expenses incurred in connection with the work. LICENSEE shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

26. Tenant's Repairs: LICENSEE shall maintain in a good state of repair and in good operating condition its antenna and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to LICENSEE's antenna and equipment are required, LICENSEE shall use qualified technicians and submit for LICENSOR's approval the names of technicians or contractor proposed to make necessary ascents and descents of LICENSOR's Tower.

27. Interference: LICENSOR and LICENSEE shall at all times exercise the greatest care and judgment to prevent damage to the services of the other. LICENSEE will cause its engineers to verify by frequency search that its signal will not interfere with radiating or receiving the facilities of LICENSOR or others using LICENSOR's property as of the date of execution of this License Agreement. In the event interference is encountered, LICENSEE and LICENSOR will exercise their best efforts to promptly and diligently resolve such problems immediately after notice of such interference. In the event that LICENSEE, in the exercise of reasonable efforts, is unable to resolve any interference with its equipment and the initial equipment of LICENSOR on the Tower, LICENSEE may terminate this Agreement ten (10) days after LICENSOR receives notice from LICENSEE. LICENSOR shall not grant any future lease or license or usage right, or reconfigure its equipment, if the same would interfere in any way with any of LICENSEE's equipment or communications from the Tower, and in the event of any such interference, LICENSOR shall take all necessary steps to correct and eliminate the same within ten (10) days of receipt of notice. If LICENSOR is unable to eliminate such interference within said period of time, LICENSOR shall be obligated to remove said interfering equipment or facilities. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LICENSOR's use, transmittal, or communications.

28. Indemnification: LICENSEE shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with LICENSEE's use or occupancy of the Tower and Licensed Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. LICENSOR shall be liable for any damage to any of LICENSEE's equipment located on the Tower arising out of or in connection with LICENSOR's use or occupancy of the Tower and Licensed Premises and caused by the negligence or willful or intentional misconduct of its agents or employees.

29. Contingencies: This License is contingent upon approval by regulating governmental authorities. In the event such approval is withheld or subsequently withdrawn, LICENSEE, subject to all other terms and conditions of this agreement, shall have the right to terminate this License by ninety (90) days advance written notice to LICENSOR and said termination shall release LICENSOR and LICENSEE from all further obligations set forth herein one to another. In such event, LICENSEE shall promptly remove, at LICENSEE's sole expense, its antenna and all other equipment and lines installed by or for the benefit of LICENSEE.

30. TERMINATION: INTENTIONALLY OMITTED.

31. Default: Should LICENSEE fail to pay when due rent or any other amounts due LICENSOR hereunder or fail to cure any breach of any other provision of the License after sixty (60) days written notice and demand, LICENSOR may terminate this License Agreement immediately, without further notice, and require LICENSEE to remove or cause to be removed all of LICENSEE's equipment. LICENSEE shall, in such event, remain liable for any and all costs incurred for removal of LICENSEE's antenna, transmission lines and associated equipment from LICENSOR's Tower and for removal of associated structures from space provided. LICENSOR shall not be liable for any damage to such equipment during its removal.

32. Surrender of Premises: Upon expiration or termination of the License, LICENSEE, at its own costs and expense, shall completely remove or have removed, all structures, including antennas and associated mounting brackets and transmission equipment and concrete foundations, fences and other associated structures and restore the Licensed Premises to its original condition, ordinary wear and tear excepted. If such time for removal causes LICENSEE to remain on the Licensed Premises and Tower after the termination or expiration of this Agreement, LICENSEE shall pay rent at the then existing monthly pro-rata basis, until such time as the removal of personal property and fixtures is completed.

33. Assignment: This Agreement may be sold, assigned or transferred at any time by LICENSEE to LICENSEE's parent company or any affiliate or subsidiary of LICENSEE or its parent company, to any successor entity with or into which LICENSEE is sold, merged or consolidated, or to any entity resulting from a reorganization of LICENSEE or its parent company or to BellSouth or BellSouth's parent company or any affiliate or subsidiary of BellSouth or its parent company, to any successor entity with or into which BellSouth is sold, merged or consolidated, or to any entity resulting from a reorganization of BellSouth or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of the LICENSOR, such consent not be unreasonably withheld. LICENSEE may sublease the Property, but will provide written notice to LICENSOR of the sublease.

34. Notice. All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

As to LICENSOR: Town of Carrboro  
 Post Office Box 829  
 Carrboro, North Carolina 27510  
 Attention: Robert Morgan, Town Manager  
 Telephone: (919) 968-7706

As to LICENSEE: Gearon & Co., Inc.  
 2801 Yorkmont Road, Suite 150  
 Charlotte, North Carolina 28208  
 Phone: (704) 357-0355

35. Binding Agreement: This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

36. Governing Laws: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state wherein the Licensed Premises and the Tower are located.

37. Final Agreement: This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. The date of this Agreement shall be the day upon which it becomes fully executed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals this day and year first above written.

LICENSOR:

THE TOWN OF CARRBORO, NORTH CAROLINA

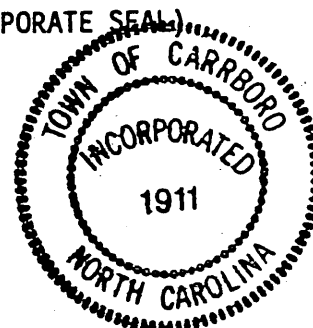
By:

Robert Morgan  
 Robert Morgan, Town Manager

Attest:

Sarah C. Williamson  
 Sarah Williamson, Town Clerk

(CORPORATE SEAL)



LICENSEE:

GEARON & CO., INC.,  
a Georgia corporation

By: *Sue B. Chapman*  
Sue B. Chapman, Asst. Vice President

Attest: *Aimée C. Malik*  
~~K.W. Masser, Secretary~~  
Aimée C. Malik, Asst. Secretary

(CORPORATE SEAL)



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BellSouth Cellular Corp.  
1100 Peachtree Street, N.E.  
Atlanta, GA 30309-4599

VIA Certified Mail  
Tracking Number z302432582

February 22, 2001

Town of Carrboro  
Post Office Box 829  
Carrboro, NC 27510-

**Subject: Notice of Intent to Extend Lease Term for BellSouth Site 368-130**

Dear Lessor:

Pursuant to the Lease Agreement for the aforementioned site, this letter will serve as notification that we are hereby exercising our option to extend the term of this Lease for an additional 5 year term from September 1, 2001 through August 31, 2006. In addition, the annual rent amount will increase on September 1, 2001 to \$13,911.28.

Should you have any questions regarding the above, please contact me at the address above or call our toll free number, 1-877-231-5447. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,

A handwritten signature in cursive script that reads "Alex G. Smith".

Alex G. Smith  
Real Estate Specialist  
BellSouth Cellular Corp.

cc BellSouth Project Manager  
File



## MEMORANDUM

TO: Carrboro Mayor and Board of Aldermen

FROM: Michael B. Brough

RE: BellSouth Permit Modification and License Agreement

DATE: May 15, 2002

I have reviewed the license agreement between the Town and Bellsouth. Under that agreement, BellSouth constructed the tower at its cost for the Town, conveyed the tower to the Town along with certain equipment, and then leases space on the tower for its antennas. The license period is effectively ten years, beginning in 1996 (five years initially with an automatic five year renewal). The annual license fee is fixed in the agreement at \$12,000 for the first year, increasing annually by an amount equal to 3% over the prior year's fee. I understand that the current year's rent is therefore \$13,911.28. The agreement also allows the Town to lease space to additional users, which the Town has done. (In 1999, the Town signed an agreement to lease space to AT&T Wireless for \$24,000 per year, increasing annually at 3%). Thus, under the Town's agreement with BellSouth, the lease payments are established for the next six years.

As I indicated at the last meeting, the Board must differentiate between its role as property owner and its role as regulator. The permit modification request comes to the Board in its capacity as regulator under the land use ordinance, and therefore the request must be treated in the same way it would be if the tower were owned by a private entity.

There may be a need to revisit the amount of the fee charged for permit modifications of this type. However, such a change would have to be applied prospectively. In addition, permit fees have to be related to the cost of processing the permit. If the fees for processing a minor modification to a tower permit are to be different than the fees for other minor permit modifications, this would have to be justified based on some difference in the cost to the Town for processing the different types of permits.