

Purpose of Special Use Permit

Some land uses (such as car dealerships, junk yards, and telecommunication towers) are only permitted upon the approval a Special Use Permit (SUP) for the specific use at a specific location. Table 6-1 of the Unified Development Ordinance lists uses that require a special use permit and shows the zoning districts in which such a permit may be considered. A new land use that is not listed in the zoning ordinance may also be considered through the Special Use Permit process. Special use permits are generally approved for a specific period of time, and are subject to renewal upon expiration. The renewal process is similar to the initial approval process.

The purpose of the public hearing process is to make sure that the proposed use is appropriate at the proposed location and compatible with existing or planned uses on the surrounding properties. The Planning Commission and City Council will consider any concerns that surrounding property owners or members of the general public may have regarding the proposed development and its impact on the community.

Step 1 – Pre-Application Meeting

The UDO requires the applicant to meet with City Staff at a "pre-app" meeting prior to submitting an application. Staff members include representatives from Development Services, Public Works, Traffic Engineering, Fire, and Parks. An exchange of information early in the process can often make the rest of the development go more smoothly. The purposes of the pre-application meeting are:

- Applicant The applicant can explain the proposed development and present any sketches
 or plans. Detailed plans are not required, but the more information brought to the meeting,
 the more thorough and specific staff can be in response.
- Staff City staff will advise the applicant of:
 - Land use considerations, including compatibility with the Comprehensive Plan and adjacent land uses
 - Procedural requirements for submitting an application and going through the appropriate process
 - Site design regulations, including setbacks, parking, screening, traffic, and others
 - Building code regulations
 - Special studies required, such as traffic, storm water, etc.
 - Public sources of information that may aid the applicant
 - Policies that may create opportunities or pose significant restraints

Step 2 – Filing the Application

The applicant must submit the following items to the Development Services Department:

• **Application -** A complete application for preliminary development plan, including all items identified in the Submittal Requirements checklist.



- **Drawings** The proper number and type of drawings, including site plan, landscape plan, building elevations and civil engineering plans. These include full-size and reduced drawings, **as well as an electronic copy**.
- **Checklists** Completed checklists. See UDO Article 2 for the preliminary development plan application contents and submission requirements.
- Fees Application filing fee and legal notice publishing charge, payable to the City of Lee's Summit see Schedule of Fees and Charges. Two legal notices are required for a preliminary development plan application. A single payment covering the application fee and legal notice charge may be accepted. An application may be withdrawn at any time upon written request; however, no refund will be made after the initial publication.
- **Deadline -** All information must be submitted by the deadline date. Items will be placed on the Planning Commission agenda based upon the completeness of the application submittal. All additional information to support the application must be submitted by the deadline. The application will be delayed if information is missing or is not submitted by the deadline date.

Step 3 – Neighborhood Meeting

One neighborhood meeting is required for each application, which must occur within the initial 10 day review period and prior to re-submission of the application. More than one neighborhood meeting may be held on an application, at the option of the applicant.

- **Timing and Location:** Within two miles of the project site, Monday through Thursday, excluding holidays; and start between 6:00 P.M. and 8:00 P.M. If a location for the meeting is not available within [2] miles of the subject property, the applicant shall select a location outside this area that is reasonably close to these boundaries.
- **Notification** shall be sent by certified mail or delivered to property owners within 300 feet of the project site. Mailed notices shall be postmarked at least seven days prior to the meeting. Hand deliveries must occur at least five days prior to the meeting.
- Notes: The Applicant shall take sufficient notes at the neighborhood meeting to recall issues
 raised by the participants, in order to report on and discuss them at public hearings before
 City governmental bodies on the application. The notes shall be turned in with the
 application re-submittal.

Step 4 – Development Review Committee (DRC)

The Development Review Committee is a staff-only committee consisting of 10 to 15 representatives of various city departments and divisions that reviews each item on the agenda, and identifies relevant issues. The development departments then prepare written comments for the applicant, which will be sent to all parties listed on the application form (via fax or email) on the Friday before the Tuesday Applicant's Meeting. A Project Manager will be assigned as the project lead on each application.



Step 5 – Applicant's Meeting

The applicant is required to attend an Applicant's meeting:

- **Staff** City staff will provide a technical review of the submitted plans and request any necessary plan revisions.
- Applicant The applicant will have an opportunity to ask questions.
- **Timeline** Staff will provide a timeline for the rest of the process. If extensive changes are required or more information is needed to adequately review the application (e.g. additional traffic or engineering studies), the application may be rescheduled to a later Planning Commission meeting date to allow time for the necessary work to be completed. If deficiencies are minor, the item will be scheduled for a Planning Commission meeting, subject to revised plans being submitted by the Revised Plans Due date.

This meeting is *not* the appropriate forum to discuss policy issues or negotiate any agreements. If an application involves policy issues or items that may be resolved through a development agreement, the Lead Planner will schedule a separate meeting with appropriate City staff.

Step 6 – Notices and Posting of the Property

- Notice in Newspaper City <u>staff</u> will prepare and publish the required legal notice of the time and place of the public hearings, which must be published 15 days prior to the hearing in an official City paper.
- Letters to Surrounding Property Owners The <u>applicant</u> must mail notices by certified mail, to all property owners within 300 feet of the property, at least 15 days prior to the hearing, notifying them of the opportunity to be heard. A form letter for the notice can be obtained from the Development Services Department. An affidavit must be submitted certifying that notice has been sent, along with a list of property owners and a copy of the letter sent.
- **Sign** The <u>applicant</u> must post a sign on the premises at least 15 days prior to the date of the hearing, informing the public of the time and place of the public hearing. The City will furnish the sign to the applicant for posting. The applicant shall make a good faith effort to maintain the sign for at least 15 days immediately preceding the date of the hearing through the hearing, and through any continuances of the hearing. The sign shall be placed within 5 feet of the street right-of-way line in a central position on the property. The sign shall be readily visible to the public. If the property contains more than 1 street frontage, 1 sign shall be placed on each street frontage so as to face each of the streets. The sign may be removed at the conclusion of the public hearing and must be removed at the end of all proceedings on the application or upon withdrawal of the application.

Step 7 - Planning Commission Public Hearing

The Planning Commission consists of nine (9) appointed citizens who meet on the second and fourth Thursday of each month in the Council Chambers of City Hall at 220 SE Green Street. All meetings are televised on the local cable television government channel.



The Commission holds a public hearing on each preliminary development plan application and makes a recommendation to the City Council.

- Applicant's presentation The applicant begins the public hearing with a presentation, which should include a brief description of the proposed project and a response to any concerns raised in the staff report. Visual presentations shall be:
 - In electronic format on a laptop, CD ROM, DVD, or flash drive. The City's presentation system can support Word, Excel, Power Point, Adobe, Windows Media Player and Internet Explorer applications.
 - Reduced drawings for use on the Document Camera to display on the screen. Presentation boards will not be allowed, as they cannot be seen by the audience.
 - Samples of building materials (samples are required to be brought to the meeting or submitted in advance, and shall be retained by the City); and any additional information which the applicant wishes to bring to the meeting (for example, color renderings, maps, photographs, or petitions). (It is recommended that any additional information be provided to staff in advance, so it can be included in the Commissioner's packets.)
- Staff's presentation Staff will then give a staff report and recommendation.
- **Public comments** members of the audience will be given an opportunity to speak. If issues or concerns are raised by the public, the applicant is typically given an opportunity to respond.

Commission discussion and decision - The Commission members may ask questions of either staff or the applicant. Finally, the public hearing portion of the meeting is closed, and the Planning Commission discusses the action that should be taken and the reasons for that action. The Planning Commission's action is a recommendation to the City Council to either approve, approve with conditions, or deny the application. The Planning Commission may also vote to continue an application to a later meeting to allow further study or the submission of information by the applicant or staff. Once the Planning Commission has made a recommendation, a hearing (typically three weeks later) will be scheduled before the City Council.

Step 8 – City Council Public Hearing

The Lee's Summit City Council holds public hearings at their regular meetings on the first and third Tuesdays of each month at the Council Chambers of City Hall at 220 SE Green Street.

- **Public Hearing** The format of the public hearing is similar to that used by the Planning Commission and applicants should plan on making a similar type of presentation. After the City Council has listened to the presentations and to any public comments, they will discuss the application and then take action. The City Council will either reject the request or direct staff to prepare an ordinance granting the zoning change.
- Ordinance The ordinance is normally read at a subsequent City Council meeting and approved or denied.



SPECIAL USE PERMIT APPLICATION

1.	PROPERTY LOCATION/ADD	DRESS: 1310 NE COLE	BERN RD., LEE'S SU	IMMIT, MO	64086
2.	ZONING OF PROPERTY:	AG	TIME PERIOD I	REQUESTE	D: IN PERPETUITY
3.	DESCRIPTION OF USE:	EXISTING COM	MUNICATION FACILI	ITY	
5.	LEGAL DESCRIPTION (attac	h if description is metes and	d bounds description):	:	
	PLEASE SEE ATTACHED				
6.	Size of Building(s) (sq. ft):	N/A	Lot Area (in acre	es): <u>3,51</u>	5 SQ. FT. LEASE AREA
7.	APPLICANT (DEVELOPER)	GLOBAL SIGNAL ACQU	ISITIONS II, LLC PH	HONE 94	19.930.4360
	CONTACT PERSON	JIM LEE	FA	AX	
	ADDRESS				
	E-MAIL	Company Agricum Archaeolachean Alberta (Alberta)	and the control of th		
8.	PROPERTY OWNER	Continue and Continue Management of	na di Cili.		
	CONTACT PERSON				
	ADDRESS				
	E-MAIL	Andrew Committee of the			
9.	ENGINEER/SURVEYOR		PH	HONE	
	CONTACT PERSON				
	ADDRESS				
	E-MAIL		and the second		
10.	OTHER CONTACTS		LC, AGENT PH	HONE 804	1.833.4015
	CONTACT PERSON				A TABLE DE LA REPORTE DE LA REPORTE DE LA COMPANIONE DE L
	ADDRESS				
	E-MAIL		And the second s		
with	applications require the signatures who was a signature of the proper signatures where the property of the pro	ill be deemed incomplete	and will not be proc	NAL ACQUI	SITIONS II, LLC
Red	ceipt #: Da	te Filed: Prod	cessed by:	_ Applicatio	on #



OWNERSHIP AFFIDAVIT

STATE OF Georgia)
COUNTY OF Forsyth) ss.
Comes now Janathan Nichols - Tower Operator (owner)
who being duly sworn upon his/her oath, does state that he/she is the owner of the
property legally described as PIN 52-600-02-16-00-0-000
1310 NE COLBERN RD., LEE'S SUMMIT, MO 64086
in the application for SPECIAL USE PERMIT RENEWAL
type of application (e.g., rezoning, special use permit, etc.)
Owner acknowledges the submission of said application and understands that upon
approval of the application the proposed use specified in the application will be a permitted
use upon the subject property under the City of Lee's Summit Unified Development
Ordinance.
Dated this $17+$ day of 500 , 20
- Jaulle "Readers"
Signature of Owner Jonathan Nichols - Tower Operator
Printed Name
Subscribed and sworn to before me this day of day of
Notary Public
EVO.
GEORGIA O4/09/2029 My Commission Expires:
(O . A

REVISED JULY 2021



In considering a special use permit application, the Planning Commission and City Council will give consideration to the criteria stated below to the extent they are pertinent to the particular application. (See UDO Section 6.650.)

- 1. Character of the neighborhood.
- 2. Compatibility with adjacent property uses and zoning.
- 3. Suitability of the property for which the special use is being requested.
- 4. Extent to which the proposed use will negatively impact the aesthetics of the property and adjoining properties.
- 5. Extent to which the proposed use will injure the appropriate use of, or detrimentally affect, neighboring property.
- 6. Impact on the street system to handle traffic and/or parking.
- 7. Impact of additional storm water runoff to the existing system or to the water shed area if no storm sewer is available.
- 8. Impact of noise pollution or other environmental harm.
- 9. Potential negative impact on neighborhood property values.
- 10. Extent to which there is need of the proposed use in the community.
- 11. Economic impact upon the community.
- 12. Extent to which public facilities and services are available and adequate to satisfy the demand generated by the proposed use.
- 13. Comparison of the benefit gained to the public health, safety and welfare of the community if approved versus the hardship imposed upon the landowner if the requested application is denied.
- 14. Conformance to the UDO and current city policies and ordinances.
- 15. Recommendation of professional staff.
- 16. Consistency with permitted uses in the area in which the special use is sought.



SPECIAL USE PERMIT EXPLANATION

In addition to the special use permit criteria, special conditions relate to the operation of certain uses. From Article 6 of the UDO, list the special conditions that relate to the requested use. Explain INDETAIL how this application meets each of the special conditions. Failure to complete each will result in an incomplete application.

The cell tower at 1310 NE Colbern Rd., Lee's Summit, MO 64086 has been a longstanding fixture in the community, existing for over 20 years. This established presence highlights its compatibility with the character of the neighborhood, which has adapted to and integrated the tower into its landscape. The adjacent property uses and zoning have coexisted harmoniously with the tower, demonstrating its suitability and minimal impact on the surrounding area. Over the years, the tower has shown minimal aesthetic impact, as it has become a familiar part of the local landscape. Its design and placement ensure that it does not detract from the area's visual appeal. The tower has not harmed the proper use of neighboring properties or negatively affected them, as indicated by the ongoing development and functionality of adjacent properties.

The long-standing presence of the cell tower underscores its significance in meeting the telecommunications needs of the community. It has positively influenced the local economy by enhancing wireless connectivity. Public facilities and services have effectively supported the tower's operations, and it has consistently adhered to the Uniform Development Ordinance and city policies. Renewing the special use permit further solidifies the tower's ongoing operation, emphasizing its compliance with permitted uses in the area. Furthermore, the tower supplies crucial wireless connectivity for residents, businesses, and first responders, ensuring reliable communication and safety for the community.

In evaluating the special use permit application, the Planning Commission and City Council should consider the cell tower's established role in the community. Its compatibility with the neighborhood, minimal aesthetic impact, and positive influence on the local economy demonstrate its suitability for continued operation. The tower's adherence to city policies and its importance in addressing telecommunications needs further reinforce the renewal of the special use permit, ensuring it continues to benefit the community without negatively affecting neighboring properties.



SPECIAL USE PERMIT CHECKLIST

Submittal Requirements	Yes	No*
Completed special use permit application form with signatures	Χ	
Ownership Affidavit form	Χ	
Legal description	Χ	
Filing fee – See Development Services Fees under the Schedule of Fees and Charges found at www.cityofls.net .	Х	
Special use permit plans – 1 digital multi-page PDF plan sets, studies, letter and applications shall be separate files	Х	
File Naming Conventions- All uploaded files should be named as follows		
DOCUMENT NAME_REVISION NUMBER_DATE OF PLAN STAMP	Χ	
Comprehensive narrative description of the use, both as to the function and operation, and as to structures, installations, equipment or surface improvements, changes or other requirements incidental to the use sought.	х	
Color photographs of surrounding structures within 185 feet and elevation drawings of the proposed special use in sufficient detail to determine compliance with the zoning district regulations in which the special use is to be located.	х	
Completed "Special Use Permit – Explanation" sheet describing how requested use relates to conditions listed in UDO Article 10, Div. II – Specified special uses.	Х	
Completed preliminary development plan application form with necessary plans, fee, checklist, etc. as required for that application	Х	

* Applications missing any required item above will be deemed incomplete.

Table 1. General Application Requirements Plan Submission Requirements									
UDO Article 2., Sec. 2.040									
B.1. Date Prepared	Date prepared								
B.2. Name & address	Name, address and telephone number of the person who prepared, or person responsible for preparing, the plan;								
B.3. Scale	Graphic, engineering scale not to exceed 1:100. All plans shall be drawn to a standard engineer's scale of 1:50 or 1:100', unless a different scale is specifically approved by the Director.								
B.4. Plan Size	Plan size maximum of 24" x 36" with one inch border								
B.5. North Arrow	North Arrow; plan shall be oriented so north is to the top or to the right side of the sheet.								



SPECIAL USE PERMIT CHECKLIST

Table 1. General Application Requirements Plan Submission Requirements								
UDO Article 2., Sec. 2.040	Ordinance Requirement	Met	Not Met	N/A				
B.6. Vicinity Map	Vicinity map with north arrow indicating the location of the property within the City.							

	Table 1.A. Special Use Permit Plan Submission Requirements									
UDO Article 6, Sec. 6.630.	Met	Not Met	N/A							
B. Prel. Dev. Plan	A preliminary development plan, accompanied by the number of copies required (see Submittal Copies Chart), containing all information set forth in Article 2, except when the SUP is for use of an existing building and where no substantial changes are proposed per Article 2.									
C. Narrative Description	A comprehensive narrative description of the use sought, both as to function and operation, and as to structures, installations, equipment or surface improvements, changes or other requirements incidental to such use.									
D. Length of Term	The length of term of the use after the date of issuance of the permit, if applicable.									
E. Special Description	Special conditions relating to the operation of the proposed use(s), site development and other pertinent descriptive factors.									
F. Photographs	Color photographs of surrounding structures within 185 feet and elevation drawings of the proposed special use in sufficient detail to determine compliance with the zoning district regulations in which the special use is to be located.									
G. Special Use Conditions	See Article 6, Division II, for conditions related to "Specified Special Uses."									

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE



02/02/2015 10:56:15 AM

FEE: \$ 69.00 17 Pages

INSTRUMENT NUMBER: 2015E0008735

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

See Exhibit "A" for Legal Description, Common Address and Parcel No.

Facilities:

Prarie Lee Lake / BUN 877854

Street Address:

1310 NE Colbern Road

City:

Lee's Summit

County:

Jackson

State:

Missouri

Date:

JANUAR

between

JUBONG PARK AND JINSOON PARK,

husband and wife (together, "Grantor"), with a mailing address of 13708 Manor Road, Leawood, Kansas 66224

and

GLOBAL SIGNAL ACQUISITIONS IV LLC,

a Delaware limited liability company ("GSA IV" or "Grantee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317

Site: Prarie Lee BH01\206896 ID\NJW - 101460\1766

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

See Exhibit "A" for Legal Description, Common Address and Parcel No.

Facilities:

Prarie Lee Lake / BUN 877854

Street Address:

1310 NE Colbern Road

City:

Lee's Summit

County:

Jackson

State:

Missouri

Date:

JANUARY 29, 20145

between

JUBONG PARK AND JINSOON PARK,

husband and wife (together, "Grantor"), with a mailing address of 13708 Manor Road, Leawood, Kansas 66224

and

GLOBAL SIGNAL ACQUISITIONS IV LLC,

a Delaware limited liability company ("GSA IV" or "Grantee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317

ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 29th day of ANOARY, 2017, by and between JUBONG PARK AND JINSOON PARK, husband and wife (together, "Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV" or "Grantee").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Jackson County, State of Missouri, by grant or conveyance described in the Public Records of Jackson County, Missouri in Book I1909, Page 1651; the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 3,515 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual rightof-way for ingress and egress, seven (7)

days per week, twenty-four (24) hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by and bounds in Exhibit (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the abovedescribed Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Jackson County, State of Missouri. Also, Grantor hereby grants to GSA IV, its successors and assigns a nonexclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, maintenance, repair. replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and (ii) uses incidental

thereto, including without limitation, testing of any kind, for GSA IV's use and the use of its lessees, licensees, invitees, and/or subeasement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. requested by GSA IV. Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with development of, or construction on, the Easement Area. including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become

null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Materials.

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property

unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

- (c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is
- designated, defined, classified (i) regulated as a hazardous substance, hazardous material. hazardous waste. pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.
- 7. Insurance. At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by

any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

- 8. Security of GSA IV's Communications Facilities. GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.
- 9. Removal of Obstructions. GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.
- Assignment of Lease **10.** Agreement. The parties hereby acknowledge that STC Five LLC, a Delaware limited liability company ("STC Five"), as tenant, and Grantor, as landlord, are the current parties to that certain PCS Site Agreement dated January 21, 1999, having a commencement date of January 21, 1999, originally by and between Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), as tenant, and Grantor, as landlord, a memorandum of which was recorded on September 17, 1999 as Instrument Number 199910076292 with the Jackson County Recorder of Deeds, as amended by that certain Amendment to PCS Site Agreement dated as of August 21, 2000 and that certain Second Amendment to PCS Site Agreement dated as of August 23, 2001 (as amended, the "Lease Agreement"). STC Five is the successor in interest to Sprint under the Lease Agreement. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to

amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV.

11. Right of First Refusal. Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such

challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of twelve percent (12%) per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

13. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any

of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

<u>16.</u> <u>Recording.</u> Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims,

encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or subeasement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

21. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to Easement Area cause orcommunications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

22. Entire Agreement. Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Jackson County, State of Missouri.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor:

Jubong and Jinsoon Park 13708 Manor Road Leawood, Kansas 66224

GSA IV:

Global Signal Acquisitions IV LLC c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attention: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

<u>26. Assignment</u>. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable.

GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, conveyance, sub-easement license. encumbrance shall be binding upon the assigns, heirs and successors, legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

Mortgages. This Easement shall be subordinate to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that the holder of any such Mortgage shall recognize (i) the validity of this Easement in the event of foreclosure of any interest(s) in Grantor's Property and (ii) GSA IV's right to occupy the Easement Area, including any rights of access and/or utilities related thereto. Simultaneously with the execution of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for any pre-existing Mortgage(s) which may

encumber all or a portion of Grantor's Property, including the Easement Area. Following the full execution of this Easement and prior to the recordation of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to GSA IV a non-disturbance agreement, in recordable form, reasonably acceptable to GSA IV for any subsequent Mortgage(s) that may encumber all or a portion of Grantor's Property, including the Easement Area.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

Lease as of the day and year first written above.
GRANTOR:
Jalong Ponf
Date: 01-28-2015
JINSOON PARK
Date: 01-28-2015
ACKNOWLEDGEMENT
STATE OF MISSOURI On this, the 28th day of 2015 On this, the Notary Public, the undersigned officer, personally appeared Jubong Park and Jinsoon Park, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Grant of Easement and Assignment of Lease, and acknowledged that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal. Linda D. Edgeley Notary Public, State of Missouri, County of Jackson My Commission Expires: 11-12-18
[GSA IV's signature appears on the following page]

LINDA D. EDGELY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JACKSON COUNTY
MY COMMISSION EXPIRES NOV. 12, 2018
ID # 14431436

Site: Prarie Lee Lake BUN: 877854 BH01\2068961.2 ID\NJW - 101460\1766

	GSA IV:
	GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company
	ву:
	Name: R.Christopher Mooney Vice President
	Title:
	Date: $\frac{1/29/15}{29/15}$
ACKNO	WLEDGEMENT
STATE OF TEXAS)) SS	
COUNTY OF HARRIS)	
<u> </u>	of January, 2014, before medic, the undersigned officer, personally appeared who acknowledged him/herself to be the of Global Signal Acquisitions IV LLC, a Delaware being authorized to do so, executed the foregoing the for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set m	y hand and official seal.
Cim Sheyl	
Notary Public, State of Texas, County of Ha	prris .
My Commission Expires: 3.19	18



EXHIBIT "A" - GRANTOR'S PROPERTY

Land situated in the County of Jackson, State of Missouri, described as follows:

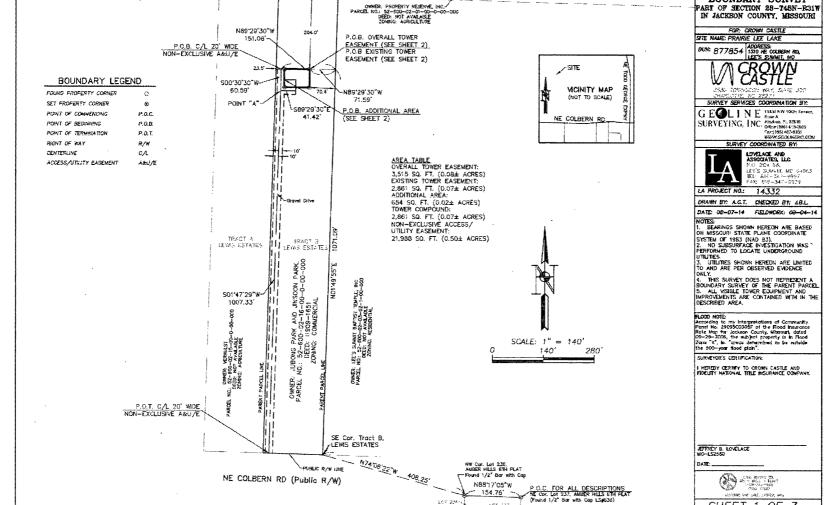
Tract B, Lewis Estates, a subdivision in Lee's Summit, Jackson County, Missouri.

Tax Parcel Identification Number: 52-600-02-16-00-0-000

Common Address: 1310 NE Colbern Road, Lee's Summit, Missouri 64086

EXHIBIT "B" – SITE PLAN

[please see attached]



PARENT PARCEL LINE

B-2

BOUNDARY SURVEY

SHEET 1 OF

Site: Prarie Lee Lake BUN: 877854 BH01\2068961.2 ID\NJW - 101460\1766

B-3

Site: Prarie Lee Lake BUN: 877854 BH01\2068961.2 ID\NJW - 101460\1766 A 50.59 foot by 59.49 foot Overall Tower Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 8817'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving sold South Right of Way line, North 74'36'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B. LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence glong the East line of said Tract B. North 01'49'55" East, a distance of 1071,09 feet; thence leaving said East line, North 89'29'30" West, a distance of 71.59 feet to the POINT OF BEGINNING; thence South 00'30'30" West, a distance of 50.59 feet; thence North 89'29'30" West, a distance of 69.49 feet; thence North 00'30'30" East, a distance of 50.59 feet; thence South 89'29'30" East, a distance of 69.49 feet to the POINT OF BEGINNING. Containing 3,515 square feet (0.08± acres).

PROPERTY DESCRIPTION: EXISTING TOWER EASEMENT (AS SURVEYED)

A 2,861 square foot (0.07± acres) Existing Tower Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, more particularly described as

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE CCLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 8817'05" West, a distance of 154.76 feet to the Northwest Corner of Lat 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74'06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B. LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B, North 01'49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89'29'30" West, a distance of 71.59 feet to the POINT OF BEGINNING; thence South 00'30'30" West, a distance of 50.59 feet; thence North 89'29'30" West, a distance of 38.06 feet; thence North 00'30'30" East, a distance of 20.81 feet; thence North 89'29'30" West, a distance of 31.42 feet; thence North 00'30'30" East, a distance of 29.78 feet; thence South 89'29'30" East, a distance of 69.49 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: ADDITIONAL AREA (AS SURVEYED)

A 20.81 foot by 31.42 foot Additional Area, situated in Tract 8, LEWS ESTATES, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLISERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 8817'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74'06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Truct B, North 01'49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89'29'30" West, a distance of 71.59 feet; thence South 00'30'30" West, a distance of 50.59 feet; thence North 89'29'30" West, a distance of 38.06 feet to the PCINT OF BEGINNING: thence continuing North 89'29'30" West, a distance of 31.42 feet; thence North 00'30'30" East, a distance of 20.81 feet; thence South 89'29'30" East, a distance of 31.42 feet; thence South 00'30'30" West, a distance of 20.81 feet to the POINT OF BEGINNING. Containing 654 square feet (0.02± acres).

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS/UTILITY EASEMENT (AS SURVEYED)

A 20 foot with Non-Exclusive Access/Utility Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLDERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 8817'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74'06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B. North 01'49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89'29'30" West, a distance of 151.08 feet to the POINT OF BEGINNING of said centerline; thence South 00'30'30" West, a distance of 60.59 feet to a point hereinafter referred to as POINT "A"; thence South 89'29'30" East, a distance of 41.42 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned PDINT "A"; thence South 01'47'29" West, a distance of 1007.33 feet; to the North Right of Way line of NE COLBERN ROAD (Public R/W) as it presently exists and the POINT OF TERMINATION. Containing 21,988 square feet (0.50± acres).

BOUNDARY SURVEY

PART OF SECTION 25-TASH-RSIW IN JACKSON COUNTY, MISSOURI

FOR CROWN CASTLE THE NAME PRAIRIE LEE LAKE

BUNK 877854 1313 ME DOLLASSIN FOL

CROWN

TOPPACOGER MAY, SIETE JOS STIE, DE 28227

SURVEY SERVICES COORDELATION BY GEOLINE SOURS NO 1000 Tombook.
SURVEYING, INC. Address FL 20015
SURVEYING, INC. Address FL 20015
FINGURE A 15 GOOD
FINGURE OF SOURCE OF

SURVEY COORDINATED BY: LOVELAGE AND ASSOCIATES, LLC T.O. BOY 83. LLC SUMMERT, NO 64-181 TELL BYSH 347-49879 TAX 816-347-49879

LA PROJECT NO: 14332

DRAWN BY: A.C.T. CHECKED BY: JAL

DATE: 06-07-14 FIELDWDRK: 08-04-14

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83).

2. NO SUBSUIFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES.

S. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE.

ONLY.

4. THIS SURVEY DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE PARENT PARCEL.

5. ALL VISIBLE TOWER EQUIPMENT AND
IMPROVEBERTS ARE CONTAINED WITH IN THE
DESCRIBED AREA.

FLOOD NOTE: According to my interpretations of Community Parel No. 2509500005F of the Flood Insurance Reth Map to Justices County, Misseuri, defeat 69-29-2006, the subject property is in Flood 20nd "X", is, "areas determined to be cutalité jet 500-year food plain".

SURVEYOR'S DERIVICATION

HEREBY CERTIFY TO CROWN CASTLE AND

JETTREY B. LOVELACE MO-L52580

SECRETAL CHE CALL SISSON NO.

SHEET 3 OF

EXHIBIT "C" - EASEMENT AREA AND ACCESS EASEMENT

Easement Area:

A 50.59 foot by 69.49 foot Overall Tower Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 88°17'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74°06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B, North 01°49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89°29'30" West, a distance of 71.59 feet to the POINT OF BEGINNING; thence South 00°30'30" West, a distance of 50.59 feet; thence North 89°29'30" West, a distance of 69.49 feet; thence North 00°30'30" East, a distance of 50.59 feet; thence South 89°29'30" East, a distance of 69.49 feet to the POINT OF BEGINNING. Containing 3,515 square feet (0.08± acres).

Access Easement:

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 88°17'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74°06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B, North 01°49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89°29'30" West, a distance of 151.08 feet to the POINT OF BEGINNING of said centerline; thence South 00°30'30" West, a distance of 60.59 feet to a point hereinafter referred to as POINT "A"; thence South 89°29'30" East, a distance of 41.42 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned POINT "A"; thence South 01°47'29" West, a distance of 1007.33 feet; to the North Right of Way line of NE COLBERN ROAD (Public R/W) as it presently exists and the POINT OF TERMINATION. Containing 21,988 square feet (0.50± acres).

Part of Tax Parcel Identification Number: 52-600-02-16-00-0-000 Common Address: 1310 NE Colbern Road, Lee's Summit, Missouri 64086

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

A 50.59 foot by 69.49 foot lease area, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 88°17'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74°06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B, North 01°49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89°29'30" West, a distance of 71.59 feet to the POINT OF BEGINNING; thence South 00°30'30" West, a distance of 50.59 feet; thence North 89°29'30" West, a distance of 69.49 feet; thence North 00°30'30" East, a distance of 50.59 feet; thence South 89°29'30" East, a distance of 69.49 feet to the POINT OF BEGINNING. Containing 3,515 square feet (0.08± acres).

Together with a non-exclusive easement for access and utilities described as follows:

A 20 foot wide Non-Exclusive Access/Utility Easement, situated in Tract B, LEWIS ESTATES, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northeast Corner of Lot 237, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap LS#836), said corner also being on the South Right of Way line of NE COLBERN ROAD (Public Right of Way), as it presently exists; thence along said South Right of Way line, North 88°17'05" West, a distance of 154.76 feet to the Northwest Corner of Lot 236, AMBER HILLS 6TH PLAT (Found 1/2" Bar with Cap); thence leaving said South Right of Way line, North 74°06'22" West, a distance of 408.25 feet to the Southeast Corner said Tract B, LEWIS ESTATES, said corner also being on the North Right of Way line of said NE COLBERN ROAD (Public Right of Way) as it presently exists; thence along the East line of said Tract B, North 01°49'55" East, a distance of 1071.09 feet; thence leaving said East line, North 89°29'30" West, a distance of 151.08 feet to the POINT OF BEGINNING of said centerline; thence South 00°30'30" West, a distance of 60.59 feet to a point hereinafter referred to as POINT "A"; thence South 89°29'30" East, a distance of 41.42 feet to the POINT OF TERMINATION: thence BEGINNING at aforementioned POINT "A"; thence South 01°47'29" West, a distance of 1007.33 feet; to the North Right of Way line of NE COLBERN ROAD (Public R/W) as it presently exists and the POINT OF TERMINATION. Containing 21,988 square feet (0.50± acres).

Part of Tax Parcel Identification Number: 52-600-02-16-00-0-000 Common Address: 1310 NE Colbern Road, Lee's Summit, Missouri 64086

2025 STRUCTURAL INTEGRITY LETTER



Bradley E. Byrom, P.E., S.E. Senior Project Engineer Tower Assets - Engineering Tel: 724-416-9657 Bradley.Byrom@crowncastle.com

Crown Castle 2000 Corporate Drive Canonsburg, PA 15317

May 13, 2025

Subject: Structural Integrity Letter

Crown Castle Designation: BU Number: 877854

Site Name: PRARIE LEE LAKE

Site Data: 1310 NE Colbern Rd, Lee's Summit, Jackson County, MO

Latitude 38° 56′ 56.34″, Longitude -94° 20′ 57.52″

100 Foot - Monopole Tower

This letter is to attest to the structural integrity of the above-mentioned site based on the Structural Analysis Report by Morrison Hershfield dated October 23, 2024. The antenna and cable loading used in the analysis was confirmed to be in general conformance with the current configuration with the addition of proposed equipment. Therefore, the referenced Structural Analysis Report is valid and the tower structure and foundation are sufficient.

This letter also attests to the fact that, to the best of our knowledge, the tower structure operated by Crown Castle and located at the address referenced above has been installed and maintained in accordance with the manufacturer's specifications, is in good condition, does not have any missing or corroded members, and meets the requirements of the building code.

The TIA-222 Standard that governs telecommunication tower structures provides recommendations related to regular inspection and maintenance of the structures. Crown Castle has a robust inspection and maintenance plan in place that exceeds the recommendations of TIA-222 and includes:

- biennial ground-based inspections (GBI)
- visual inspections during each carrier equipment installation
- · post tower modification installation inspections supervised and sealed by a registered Professional Engineer
- rigorous climbed (TIA) inspections: guyed masts (3 yrs.), self-supporting structures (5 yrs.) and monopoles (7 yrs.)

Crown Castle trains and certifies inspectors and has numerous internal standards and procedures in place to ensure that issues are identified and reported. Structural issues that are identified during an inspection which require engineering review are directed to Crown Castle Engineering to be reviewed by registered design professionals.

The last climbed TIA inspection was performed on May 10, 2022, and the last ground-based inspection was performed on March 27, 2025. There are no unresolved structural issues or deficiencies that were identified during these inspections. The next ground-based inspection is scheduled for March 26, 2027, and the next TIA inspection is scheduled for May 10, 2029.

In conclusion, the referenced tower structure is regularly inspected for structural and non-structural issues. Based on the preceding information and to the best of our knowledge, the referenced tower presents no safety issues to the general public or the adjacent properties.

If you have any questions or concerns, please don't hesitate to contact me.

Sincerely,

Bradley E. Byrom, P.E., S.E. Senior Project Engineer



Digitally signed by Bradley E Byrom Date: 2025.05.13 14:46:39 -04'00'

FCC REGISTRATION



UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: STC FIVE LLC

FCC Registration Number (FRN): 0013810239

STC FIVE LLC 6391 SPRINT PA PO BOX KSOPH OVERLAND PA	T0101-Z3390	Antenna Structure Registration Numb					
		Issue Date	04-01-2009				
Location of Antenna Stru 1310 NE Colbern Road		Ground Elevation	(AMSL) 301.8 meters				
Lee's Summit, MO	,	Overall Height Ab	Overall Height Above Ground (AGL) 33.8 meters				
Latitude 38-56-56.3 N	Longitude 094-20-57.5 W NAD83		ove Mean Sea Level (AMSL) 335.6 meters				
Painting and Lighting Ronne NONE Conditions:	equirements:						
	8 77854/140	Panais Las Lave					

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to http://wireless.fcc.gov/antenna. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer ri	gnts to the certificate holder in lieu of s					
PRODUCER		CONTACT Crown Castle Inc.				
Willis Towers Watson Northeast,	Inc.	PHONE FAX				
c/o 26 Century Blvd		(A/C, No, Ext):	(A/C, No):			
P.O. Box 305191		E-MAIL ADDRESS: COIRequest@crowncastle.com				
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE				
		INSURER A: ACE American Insura	22667			
INSURED		INSURER B:				
Crown Castle Inc.						
See Attached Named Insured List		INSURER C:				
8020 Katy Freeway		INSURER D :				
Houston, TX 77024		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: W38381558	REVISION NUMBER:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	 S	
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		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A								MED EXP (Any one person)	\$	10,000
			Y	Y	HDO G48933889	04/01/2025	04/01/2026	PERSONAL & ADV INJURY	\$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY				04/01/2025		COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X	ANY AUTO					04/01/2026	BODILY INJURY (Per person)	\$	
A		OWNED SCHEDULED AUTOS ONLY	Y	Y	ISA H11357131			BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
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		EXCESS LIAB CLAIMS-MADE	Y	Y	XEUG47458262 002	04/01/2025	04/01/2026	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 25,000							\$	
		RKERS COMPENSATION						X PER STATUTE OTH-		
A	ANYF	PROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	WLR C72611251	04/01/2025	04/01/2026	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	idatory in NH)			WER C/2011251	04/01/2025	04/01/2026	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes DESC	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Use Permit (App #: PL2015122) - BU #877854 - Prairie Lee Lake, 1310 NE Colbern Rd., Lee's Summit, MO.. Certificate Holder is included as an Additional Insured under the General Liability, Auto Liability and Umbrella/Excess Liability policies as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation policies include a Waiver of

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Lee's Summit Planning and Development	AUTHORIZED REPRESENTATIVE
220 SE Green Street	I have all some
Lee's Summit, MO 64063	Shader > br.

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BATCH: 3893029

AGENCY CUSTOMER ID:	
LOC#	



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Crown Castle Inc. See Attached Named Insured List	
POLICY NUMBER		8020 Katy Freeway	
See Page 1		Houston, TX 77024	
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

See Page 1	See Page 1 EFFECTIVE DATE: See Page 1
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	CORD FORM,
FORM NUMBER:25 FORM TITLE: Certificate of	of Liability Insurance
Subrogation in favor of the Additional Insureds to the policy terms, conditions and exclusions as	s when agreed in written contract prior to the loss, but always subject as permitted by law.

ACORD 101 (2008/01)

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CERT: W38381558

The ACORD name and logo are registered marks of ACORD

BATCH: 3893029

SR ID: 27488978

CROWN CASTLE, INC. 3/24/2025

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CROWN CASTLE, INC. 3/24/2025

Named Insured (cont.)	Merged Entities to Crown Castle Fiber LLC
LTS Buyer LLC	24/7 Chesapeake Holdings, LLC
LTS Group Holdings LLC n/k/a Crown Castle Fiber Holdings Corp	24/7 Mid-Atlantic Network of Virginia, LLC
LTS Intermediate Holdings A LLC	24/7 Mid-Atlantic Network LLC
LTS Intermediate Holdings B LLC	Access Fiber Group Holdings LLC
TS Intermediate Holdings C LLC	Access Fiber Group, Inc.
Mobile Media California LLC	CA - CLEC LLC
Mobile Media National LLC	CC Castle International LLC
Modeo LLC	CC Edge Solutions LLC
NEON Transcom, Inc.	CC Finance LLC
NewPath Networks Holding LLC	CC FN Holdings LLC
NewPath Nervorks LLC	CC Sunesys Fiber Networks LLC
NY - CLEC LLC	cc -rs LLC
P3 CHB-1, LLC	CCPE Acquisitions LLC
P3 Holdings 2014 LLC	CCT2 Holdings LLC
P3 OASA-I, LLC	Chesapeake Fiber, LLC
P3 PBA-1, LLC	Coastal Antennas LLC
PA - CLEC LLC	Cross Connect Solutions, Inc. (PA)
Pinnacle San Antonio L.L.C.	Crown Castle Atlantic LLC
Pinnacle St. Louis LLC	Crown Castle Augusta LLC
PR TDC Corporation	Crown Castle BP ATT LLC
Princeton Ancillary Services 11 LLC	Crown Castle International Corp. de Puerto Rico
Princeton Ancillary Services 111 LLC	Crown Castle MM Holding Corp.
Sidera Networks, Inc.	Crown Castle MM Holding LLC
Sunesys Enterprise LLC n/k/a Crown Castle Fiber Enterprise LLC	Crown Castle NG Atlantic LLC
Sunesys of Massachusetts, LLC	Crown Castle NG Atlantic LLC
Sunesys of Virginia, Inc.	Crown Castle NG Central LLC
Sunesys, LLC	Crown Castle NG Networks LLC
Thunder Towers LLC	Crown Castle NG West LLC
TowerOne 2012, LLC	Crown Castle PT Inc.
TowerOne Allentown 001, LLC	Crown Castle Services LLC
TowerOne Bethlehem 001, LLC	Crown Castle TDC LLC
TowerOne Doylestown, LLC	Crown Castle TLA LLC
TowerOne East Rockhill 001, LLC	Crown Mobile Systems, Inc.
TowerOne Marple, LLC	DAS Development Corporation
TowerOne Middletown 001, LLC	RGP Tower Group, LLC
TowerOne Middletown 002, LLC	-2
TowerOne Middletown 003, LLC	
TowerOne North Coventry, LLC	
TowerOne Richland, LLC	
TowerOne Upper Pottsgrove 002, LLC	
TowerOne Upper Pottsgrove, LLC	
TowerOne Warminster 001, LLC	
TowerOne Warrington 002, LLC	
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Wireless Funding, LLC	+
Wireless Realty Holdings 1 1, LLC	+
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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

Named Insured	Crown Castle Inc.		Endorsement Number
			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
		04/04/2025 TO 04/04/2026	1
ISA	H11357131	04/01/2025 to 04/01/2026	
Issued By (Name	e of Insurance Company)		
ACE America	n Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- **A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- **B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- **C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- **D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- **E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.	
	Authorized Representative

ALL-32686 (01/11) Page 1 of 1

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

Named Insured	Crown Castle Inc.		Endorsement Number 6
Policy Symbol HDO		Policy Period 04/01/2025 TO 04/01/2026	Effective Date of Endorsement
, ,	e of Insurance Company) In Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- **A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- **B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- **C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- **D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- **E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.	
	Authorized Representative

ALL-32686 (01/11) Page 1 of 1

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number	
CROWN CASTLE INC.		
1500 CORPORATE DR	Policy Number	
CANONSBURG PA 15317	Symbol: WLR Number: C72611251	
Policy Period	Effective Date of Endorsement	
04-01-2025 TO 04-01-2026 04-01-2025		
Issued By (Name of Insurance Company)		
ACE AMERICAN INSURANCE COMPANY		
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.		
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.		

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- **A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- **B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- **C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- **D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- **E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative

WC 99 03 69 (01/11) Page 1

SITE INSPECTION REPORT



Site Locator

Search

Functions



PMT

Support



Site ID: 877854 > Site Name: PRARIE LEE LAKE Site Inspection Read Only Inspection Type:Ground Incident Due Diligence Download Date: Mar 27 2025 **Inspection Frequency:** 12 MONTHS Inspection Due Date: Mar 31 2025 Inspection Date: Mar 27 2025 **Legally Obligated:** Yes Inspector: Emily McCampbell Assigned TSA: **Access Road** ✓ Yes No 1. Is the access road/vegetation acceptable? 2. Vegetation along shoulder inhibiting vehicular passage. 3. Natural or manmade debris creating a safety hazard to vehicular traffic. 4. Natural or manmade debris encroaching on Crown lease space. 5. Confirm access road is in good operable condition. 6. Passable, capable of providing safe access to the compound. 7. Free of restrictions to flow of water along drainage ditches, culverts and head walls. Q Other Condition (please describe) Compound Signage Yes \(\sum \) No 1. Is the signage present and legible? 3. No Trespassing 4. Crown Marketing 5. Razor Wire (if applicable) 6. RF Exposure 7. Tripping Hazard 8. Confirm RF Caution is present at the climbing face or ladder. 9. Rooftop Only: Confirm presence RF Warning sign in addition to applicable signs above. 10. Other Condition (please describe) Compound/Site Vegetation 1. Is the compound/site vegetation acceptable ✓ Yes No 2. Confirm the landscaping (if present) is in acceptable condition. 3. Free from threat of damage to equipment / compound from any dead vegetation (i.e. dead trees). 4. Free from vegetation growing on fence to an area of 2 ft. minimum beyond the fence. 5. Utility equipment free from excessive vegetation. 6. Grass growth in grass compounds kept to minimum 4 in. height to a distance of 2 ft. beyond the fence. 7. Confirm acreage under Crown responsibility is maintained per LL and / or local zoning as required. 8. Is the frequency and scope of the current vegetation control plan acceptable? 9. Other Condition (please describe) Tower Compounds 🗸 Yes 🗌 No 1. Does the compound provide safe access to equipment and tower? 2. Confirm compound is free of abandoned equipment, construction remnants, trash, tree limbs and excessive amount of leaves. 3. Confirm Crown lease space is free of debris or material from neighboring property. 4. Confirm aggregate surfaces are free of standing water, mud and soil. 5 Other Condition (please describe) Compound Fences and Gates 1. Is the compound fence and gate performing as barrier and devoid of any security breaches? Yes \(\sum \) No 2. Confirm space beneath fence and compound surface does not pose a security risk. Confirm fence post foundations are not exposed, unless originally intended. 4. Confirm lock is in good working condition and properly lubricated. 5. Confirm all components (wood, galvanized framing, barbwire, etc.) are in good working order and performing as a barrier to entry. 6. Other Condition (please describe) **Grounding Read Only** 1. Are all grounding connections in acceptable condition? Yes No 2. Confirm at least one ground lead exists on all monopoles and guved towers. 3. Confirm each leg of a SS tower is grounded (one ground lead per leg). 4. Confirm grounding wires, without conduit, which pass through foundations or grout do not have obvious signs of a

5. Confirm Tower Structure is grounded with a mechanical or cad-weld connection that reads 5 ohms or less.

lightning strike near or around the point of entry into the foundation or grout.

Site Grounding System Resistance Checks: (4 checks required)

Dropdown box reflects ord	er of priority for readir	ng location		
Tower	.09			
Customer Bus bar	.06			
Customer Bus bar	.16			
Ice bridge	.10			
Koper-shield. 7. Confirm all lighting a lug connection and free 8. Confirm Crown bus be Other Condition (pleater Condition) Chem Rods Structure (A) Are Chem Rods present Chemical Rod Counts: 1 1. Confirm chem rods and No Action Priority Description: 2. Other Condition (pleater)	al grounds are free ond monitoring system of corrosion. ars are present and ase describe) ? ✓ Yes □ No	ms are properly ground free of any obvious gros Non-Contained	Repaired	
Description: Tower Structure Cathodic Protection Ins Structure (A)	·			
What type of cathodic p	rotection is present?	? None		
Inspection Ports and	Shelters Read Only			
Shelter Inventory Fo	<u>rm</u>			
Is there a Crown mainta		elter on site? 🗌 Yes 🗸	No	
Utilities Read Only				
fire extinguisher, stairs	· · equipment room ite , ladders,handrails, ı vned utilities are in g	roofs, hatches, etc.)	e condition: (Doors, locks, latches, ligh and devoid of gross deficiencies.	Yes No
Tower Lighting, Mark	king and Monitoring	Read Only		
Structure (A)				
Is tower Liahted? Yes	No (Note: Tower is I	lighted if Controllers are adde	ed.)	
Tower Lighting				
Structure (A)				
Tower Marking				
Structure (A) This section applies only Tower Monitoring	y if Tower Painting is	s required.		
Structure (A)				
1. Monitoring System V	erification?	🗌 Yes 🗸 No	Confirmation Number:	
Emergency Power/Po			(
1. Are all generators in				✓ Yes □ No
_	portable power gene , connections, lines,	erators are in good oper	able condition, free of fuel leaks and c	corrosion on

Generators

IDOwnerFuel LevelHr MeterService Dt.Run TestDescribe Maintenance

12/25, 7:41 AM			CCIsites™ : CCIsite	es : Site Inspection	n	
A Tenant				☐ Yes <	No	
Confirm no leaks or						
DOwnerLeaks/SpillsT A Tenant	icket #Comment		es 🗸 No			
Ground Space Ide	ntification	۱ ب	es VIVO			
-	accurate including a	vailable grou	nd snace within c	ompound? 🗸	Vos 🗆 N	lo.
Fround Space Detail	_	valiable grou	ina space within c	ompound: 🔽	res 🗆 N	10
Leased Area						
Ecasca Arca						
ID Use	Tenan	t		Length	Width	Construction Type
Migratory Bird De	tails Read Only					
Structure (A)						
Are there current	ly any nests observed	d on the towe	er? 🗌 Yes 🗹 No			
Bird Nests On Struc Nest Observed on	ture A		Occupied at time			
	Inspection Date He	eight of Nest	Occupied at time of Inspection	Species		Date Discovered
	General Read Only		·	'		
Structure (A)	General near only					
	all tower structure is	in a safe, reg	ulatory and opera	ble condition,	, with no	obvious defects or sign
of distress		_				_
	ority Action Required $ \Box $	Routine Action	on Required 🔲 Rep	paired \square NA		
Description:						
Tower Structure Structure (A) s the Tower Tag pr	please describe) prity Action Required esent? Yes No	Routine Action	on Required Rep	paired NA		
ower Tag Data	VALMONT					
Manufacturer: Model:	VALMONT 02710					
Drawing/Serial # Stealth Tower	UNKNOWN					
Structure (A) Confirm the conceal appurtenances (windistress.	ment equipment (car admills, clocks, crosse ority Action Required	es, signs, etc.) are in good cond	lition with no	and/or o	decorative defects or signs of
(chimes hase lights Corrosion	associated with the s , back lighting, etc)	stealth tower	that needs to be i	maintained?	☐ Ye	es 🗹 No
inchors).	_	_		_	anchor I	bolts, guy wire and guy
No Action U Price Description:	ority Action Required	→ Routine Action	on Required 🔲 Rep	paired $igsquare$ NA		

2. Confirm leg drain holes in hollow tower legs at the tower base are open for drainage and display no evidence of rust scale collecting inside the tower leg? (Guyed/Self Support Towers)
✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA
Description:
3. Other Condition (please describe)
No Action Priority Action Required Routine Action Required Repaired NA Description:
Appurtenances Structure (A) 1. Confirm (visually) all antennas, dishes & cover, mounts, sleds, and shields are securely attached to the tower and /or rooftop
No Action Priority Action Required Routine Action Required Repaired NA Description:
2. Confirm the safety climb device and climbing facilities are visually free of obvious defects and obstructions. (of the climbing facilities; Including installed anchorages, tie-off hardware and posted "Safety Climb Warning Sign")
□ No Action □ Priority Action Required □ Routine Action Required □ Repaired ☑ NA Description:
Description:
3. Confirm all coax visually appear securely attached to the tower and or rooftop
No Action Priority Action Required Routine Action Required Repaired NA Description:
Jesel prom
4. Other Condition (please describe)
✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:
Foundations
Structure (A)
1. Confirm the foundation is free of major cracking ($>= 1/16$), has no exposed rebar, does not appear to have cracks that pass through the anchor bolts and / or does not impact the base plate.
✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:
Description.
Crack Monitor Details
MonitorPositionPrevious ReadingCurrent Reading
2. Confirm there is no standing water on or around foundation which adversely affects the grout or anchor bolts.
No Action Priority Action Required Routine Action Required Repaired NA Description:
3. Other Condition (please describe) ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:
Description.
Guy Point Components
Structure (A) This section applies to Guyed Towers only,
Guy Anchor Compound and Fencing
Structure (A) This section applies to Guyed Towers only.
Light Duty Tower
Structure (A) This section applies to Light Duty Towers only.

 $https://www.ccisites.com/sdm/operations/SiteInspection.do?command=loadPrintableVersion\&busUnit=877854\&country_id=US\&inspectionId=1126376\dots$

Baseplate Procedure Read Only

Base Plate Dimensions - Measure and Record Base Plate Dimensions	
(A) Base Plate Thickness: 2.5 in	
(B) Fastening Nut Size (leveling or top nut): 2.25 in	
(C) Distance from top of Foundation (concrete) to bottom surface of Baseplate (steel): 3,125	in
Connection Type (Monopole only): Butt Joint	
Number of Sides: 16	
Number of Anchor Rods: 8	
Locking Device Type: Torque Line	
Baseplate Fasteners	
Structure (A) 1. Confirm all fasteners are at least handtight, locking devices/torque lines exist for all anchor rods an condition and leveling nuts are snug and flush to bottom of baseplate. ✓ No Action □ Priority Action Required □ Routine Action Required □ Repaired □ NA Description:	d are in proper
2. Confirm appropriate amount of anchor rod revealing above the nut. ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
3. Confirm the existence of an anchor rod nut locking device or torque line.	
✓ No Action □ Priority Action Required □ Routine Action Required □ Repaired □ NA Description:	
4. Other Condition (please describe) ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
Baseplate Exterior Structure (A) 1. Confirm there are no toe cracks at the top of the weld bead. ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
2. Confirm there are no cracks in heat affected zone (HAZ) V No Action Priority Action Required Required Repaired NA	
Description:	
3. Confirm there are no weld cracks (e.g. baseplate to shaft, gusset plate to shaft / baseplate, etc.) in large (HAZ).	heat affected
✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
4. Confirm there are no weld voids. ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
5. Confirm there are no incomplete welds.	
✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description:	
6. Confirm there is no baseplate corrosion. ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA	

6. Confirm weep holes are clear of debris and there is no retained water in shaft or legs and that the structure drains freely. ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA Description: 7. Other Condition (please describe) ✓ No Action ☐ Priority Action Required ☐ Routine Action Required ☐ Repaired ☐ NA

Guy Cable Tension Read Only

Structure (A)

Description:

This section applies to Guved Towers only.

Inspection Report - General Comments Read Only

General Comments:

Site is in good condition. Updated Utilities Tab. Unable to capture tower photos from the north due to physical obstructions.

Previous Inspection Comments:

Inspection Date: 2025-03-27

Comment: Site is in good condition. Updated Utilities Tab. Unable to capture tower photos from the north due to physical obstructions.

obstructions.

Inspection Date: 2024-03-21

Comment: Site is in good condition. Updated Utilities Tab. Unable to capture tower photos from the north due to physical obstructions. Sprint's DECOM effective date is December 31, 2025. SOM: Replaced compound access gate lock after

discovering site to be unsecure due to existing one was no longer serviceable.

Inspection Date: 2023-01-23

Comment: Site is in good condition. Updated Utilities Tab. Unable to capture tower photos from the north due to physical obstructions. Updated Generators Tab. SELF-PERFORM: FOT sent an email to CM Nakkar asking if he had any knowledge about the unknown antenna that is mounted on the southeast corner of the compound. More to follow.

Inspection Date: 2022-03-24

Comment: Site is in good condition. Updated Utilities Tab. Unable to capture tower photos from the north due to physical obstructions. FOT sent an email to MPS to follow-up on safety climb issue outlined in NOC Ticket 3146630. Grout needs to be

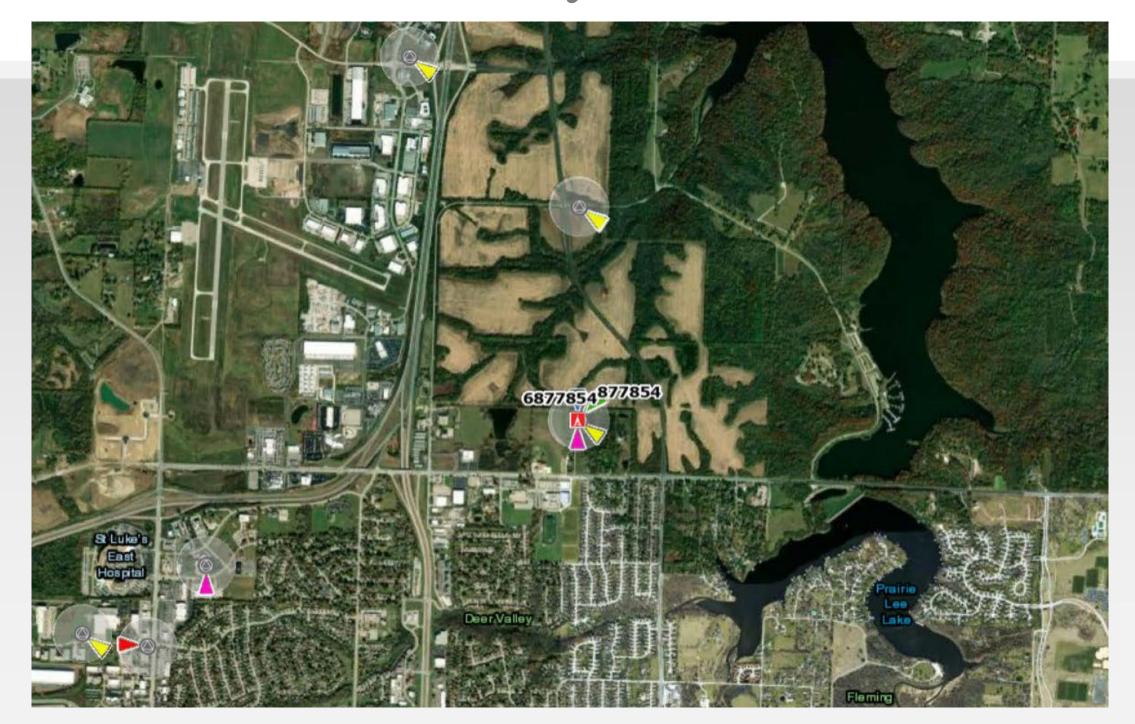
removed so monopole can be cleaned out.



Prarie Lee Lake 1310 NE Colbern Rd. Lee's Summit, MO 64086



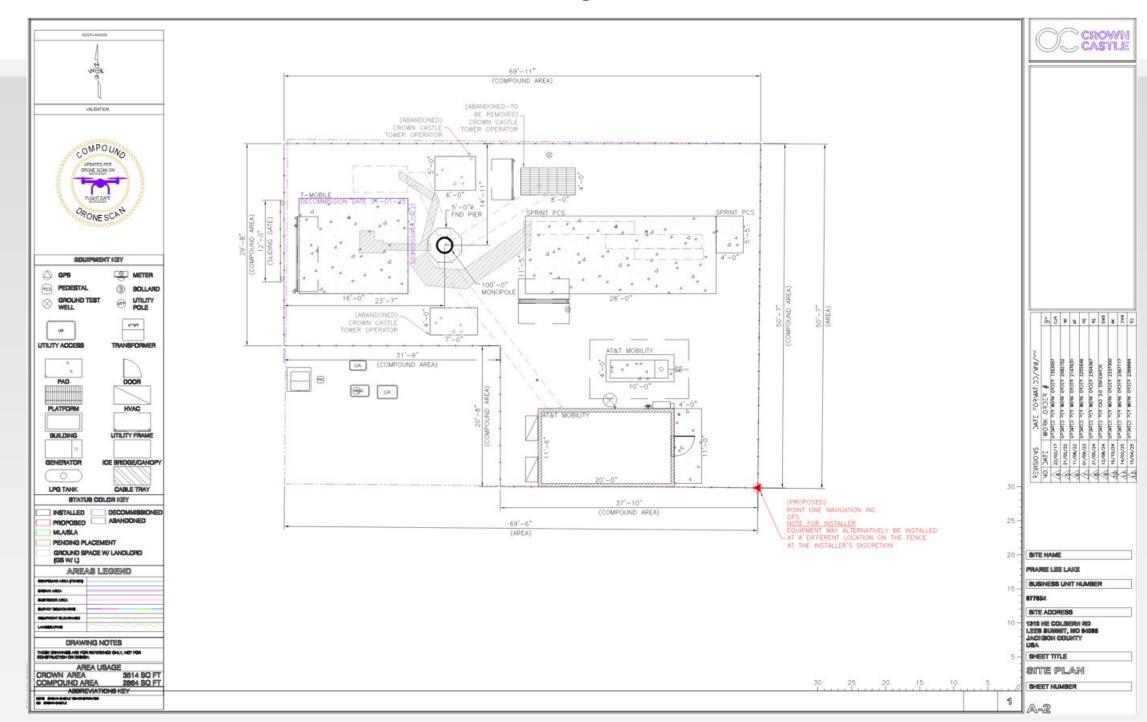
The pathway to possible.











Date: October 23, 2024



Morrison Hershfield 1455 Lincoln Parkway, Suite 5000 Atlanta, GA 30346 (770) 379-8500

Subject: Structural Analysis Report

Carrier Designation: DISH Network Co-Locate

Site Number: KCMCI00314C Site Name: KCMCI00314C

Crown Castle Designation: BU Number: 877854

 Site Name:
 Prarie Lee Lake

 JDE Job Number:
 2130342

 Work Order Number:
 2337303

 Order Number:
 685503 Rev. 0

Engineering Firm Designation: Morrison Hershfield Project Number: CN8-447R3 / 2400001

Site Data: 1310 NE Colbern Rd, Lees Summit, Jackson County, MO 64086

Latitude 38° 56′ 56.34", Longitude -94° 20′ 57.52"

100 Foot - Valmont Monopole Tower

Morrison Hershfield is pleased to submit this "Structural Analysis Report" to determine the structural integrity of the above-mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC7: Proposed Equipment Configuration

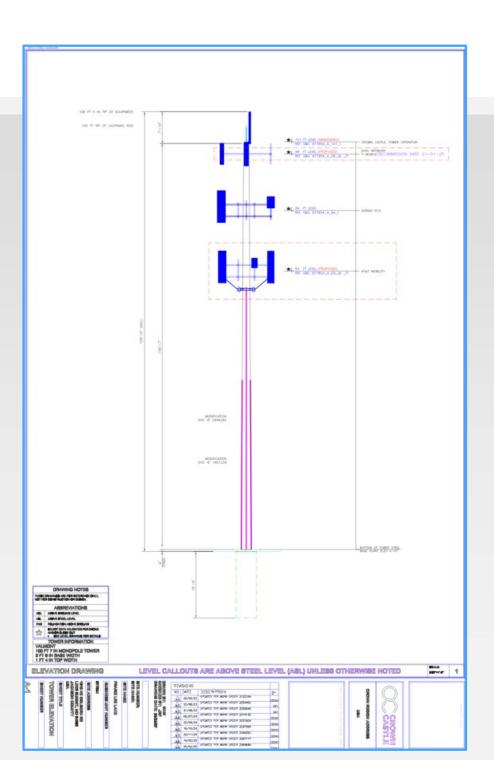
Sufficient Capacity

This analysis has been performed in accordance with the 2018 International Building Code based upon an ultimate 3-second gust wind speed of 109 mph. Applicable Standard references and design criteria are listed in Section 2 - Analysis Criteria.

Respectfully submitted by:

G. Lance Cooke, P.E. (MO Licenses No. PE-2011015564) Senior Engineer





Why Crown Castle – Site Safety







State & Federal Compliance

- EPA, FAA & FCC
- In-house legal team dedicated to compliance issues

Safety

- Yearly ground-based inspections
- Structural inspection per industry standards
- Incident Response & Disaster Recovery Program

Network Operations Center

- Open 24/7
- · Monitors critical systems
- Responds to network outages
- Calls answered by live representatives

Thank you

For further information please contact:

Paul Peckens

Agent, Crown Castle (804) 833-4015 paul.peckens.vendor@crowncastle.com