



AGENDA

BOARD OF ADJUSTMENT SPECIAL MEETING

September 2, 2020

BARTONVILLE TOWN HALL

6:00 P.M.

In accordance with order of the Office of the Governor issued March 31, 2020, and in accordance with subsequent orders issued by Office of the Governor issued after that date, the Bartonville Board of Adjustment will conduct a special meeting at Town Hall, 1941 E. Jeter Road, Bartonville, Texas 76226 AND by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The link to the video conference is www.townofbartonville.com/videomeeting *Please note there is an approximate 30 second delay.*

The public will be permitted to offer public comment via teleconference/video as provided by the agenda and as permitted by the presiding officer during the meeting by joining the meeting at www.zoom.com or by calling the toll-free dial-in number at 877 853 5257. The **meeting ID number is 850 1282 3668** and the **passcode is 179636**. To request to speak at the appropriate time, raise your hand via video or enter *9 on your phone. The identity of each speaker must be clearly stated prior to speaking.

A. CALL TO ORDER

B. CLOSED SESSION

The Board of Adjustment to convene into a closed meeting pursuant to Texas Government Code Chapter 551, section 551.071 to discuss matters relating to consultation with Town Attorney as follows:

- a. Consultation with Town Attorney regarding legal issues concerning a Variance for Woodbine Estates 1999 Trust No. 1, and related matters
- b. Consultation with Town Attorney regarding legal issues concerning a Variance for Hemphill, LLC, and related matters.

C. RECONVENE OPEN MEETING

The Board of Adjustment to reconvene into an open meeting and consider action, if any, on items discussed in closed session.

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. PUBLIC PARTICIPATION**F. APPROVAL OF MINUTES:**

1. Discuss and consider approval of the August 5, 2020, meeting minutes.

G. PUBLIC HEARINGS

1. Continue public hearing to consider a request for a variance from the zoning districts requirements for Chapter 4, Zoning Districts, Section 4.8 Residential Development Standards, Chart 4.3 AG Minimum Street Frontage of three hundred feet (300') to allow a minimum street frontage of approximately fifty feet (50'); on a tract of land being described as Tract 19D in the M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas. ***The Board of Adjustment moved to postpone this item by a vote of 5 to 0 at its November 13, 2019, and July 1, 2020, meetings.***

- a. Staff presentation
- b. Applicant presentation
- c. Those in Favor
- d. Those Opposed
- e. Rebuttal
- f. Hearing Closed to Public Comment

Board discussion and action on variance request.

2. Continue public hearing to consider a request for a variance from the minimum zoning districts rear setback requirements for RE-2, Residential Estates 2 acre minimum zoning districts set forth in Chapter 30, Zoning Regulations, Exhibit "A," Chart 4.2 Area Standards for Residential Lots and Chart 4.4 Area Standards for Nonresidential Lots to allow for the construction and continued placement of a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound approximately fifty (50) feet off of the rear property line, being less than the required setback for the additional height structure, being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. ***The Board of Adjustment moved to postpone this item by a vote of 5 to 0 at its August 5, 2020, meeting.***

- a. Staff presentation
- b. Applicant presentation
- c. Those in Favor
- d. Those Opposed
- e. Rebuttal

f. Hearing Closed to Public Comment

Board discussion and action on variance request.

H. ADJOURNMENT

I do hereby certify that the Notice of Meeting was posted on the bulletin board at Town Hall of the Town of Bartonville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: August 27, 2020 at 12:30 p.m. at least 72 hours prior to the time of said meeting.



Sylvia Ordeman, Town Administrator

The Board of Adjustment reserves the right to adjourn into a closed meeting or executive session as authorized by Texas Government Code, Sections 551.001, et seq. (the Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.088 of the Texas Open Meetings Act. Any final action, decision, or vote on a matter deliberated in a closed meeting will only be taken in an open meeting that is held in compliance with Texas Government Code, Chapter 551.

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The Board of Adjustment held a special meeting on the 5th day of August 2020, at 6:00 p.m., in the Council Chambers of Bartonville Town Hall, 1941 East Jeter Road, Bartonville, Texas and via video meeting.

In accordance with order of the Office of the Governor issued March 31, 2020, and in accordance with subsequent orders issued by the Office of the Governor after that date, the Bartonville Board of Adjustment conducted a special meeting in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

Present:

Kathy Daum, Chairperson
Donna Baumgarner
Del Knowler
Jim Lieber
Helen Stewart, Alternate #1
Rick Lawrence, Alternate #2

Not Present:

Also present: Sylvia Ordeman, Town Administrator and Ed Voss, Town Attorney (via video).

There constituting a quorum, the following business took place:

A. CALL TO ORDER

Chairperson Daum called the meeting to order at 6:01 p.m.

B. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Chairperson Daum led the Pledge of Allegiance.

C. PUBLIC PARTICIPATION

There was none.

D. APPROVAL OF MINUTES: Discuss and consider approval of the July 1st, 2020, meeting minutes.

Chairperson Daum noted the first vote on the motion count be corrected to 2/3 for item E.1. Board Member Knowler moved to approve the July 1st, 2020, meeting minutes. Board Member Lieber seconded the motion.

VOTE ON THE MOTION

AYES: Knowler, Daum, Lieber, Baumgarner, Lawrence

NAYS: None
VOTE: 5/0

E. PUBLIC HEARINGS

1. Public hearing to hear public comment and consider a request for a variance from the minimum zoning districts rear setback requirements for RE-2, Residential Estates 2 acre minimum zoning districts set forth in Chapter 30, Zoning Regulations, Exhibit “A,” Chart 4.2 Area Standards for Residential Lots and Chart 4.4 Area Standards for Nonresidential Lots to allow for the construction and continued placement of a 130’ Monopole Tower with 9’ lightning rod with associated equipment within a 65’ x 65’ fenced and evergreen-screened compound approximately fifty (50) feet off of the rear property line, being less than the required setback for the additional height structure, being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. *The applicant has requested this item be postponed to the September 2, 2020, meeting.*

Chairperson Daum opened the Public Hearing at 6:03 p.m.

Those in Favor – None

Those Opposed – None

Board Member Knowler made a motion to postpone the item to the September 2, 2020 meeting. Board Member Lieber seconded the motion.

VOTE ON THE MOTION

AYES: Knowler, Daum, Lieber, Baumgarner, Stewart
NAYS: None
VOTE: 5/0

F. ADJOURNMENT

There being no further business to come before the board, Chairperson Daum declared the meeting adjourned at 6:04 p.m.

APPROVED this the _____ day of _____ 2020.

Approved:

Kathy Daum, Chairperson

Attest:

Sylvia Ordeman, Town Administrator

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**Board of Adjustment Public Hearing
Item No. 1**

DATE: September 2, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Continue public hearing to consider a request for a variance from the zoning districts requirements for Chapter 4, Zoning Districts, Section 4.8 Residential Development Standards, Chart 4.3 AG Minimum Street Frontage of three hundred feet (300') to allow a minimum street frontage of approximately fifty feet (50'); on a tract of land being described as Tract 19D in the M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas. ***The Board of Adjustment moved to postpone this item by a vote of 5 to 0 at its November 13, 2019, and July 1, 2020, meetings.***

I. BACKGROUND INFORMATION

This item was heard on November 13, 2019, and continued to May 2020; however, due to the COVID-19 pandemic and the Town's Disaster Declaration, no meetings were conducted, therefore the request was re-noticed in accordance with State Law. During the July 1, 2020 meeting, this item was postponed to September 2, 2020.

APPLICANT: Woodbine Estates 1999 Trust No. 1

II. LOCATION: The approximate 11.34-acre tract of land is located on Seals Road

Property: Seals Road, Legal Description A1255A TUCKER, TR 19D

Zoning: "AG" Agriculture; Land Use Plan as "RE-5" Residential Estates 5

III. STAFF ANALYSIS:

A request has been received for a variance to allow for the creation of a lot with approximately 50 feet of road frontage on Seals Road, less than the required 300 feet per the zoning district requirements for Chapter 4, Zoning Districts, Section 4.8 Residential Development Standards, Chart 4.3 AG Minimum Street Frontage.

IV. ATTACHMENTS:

- Variance Request
- Location Map
- Copy of Legal Notice
- Letter mailed to property owners within 200'

Board of Adjustment Criteria for Approval

1. In deciding the variance petition, the Board of Adjustments shall apply the following criteria:

- a. There are special circumstances or conditions arising from the physical surroundings, shape, topography or other feature affecting the land subject to the variance petition, such that the strict application of the provisions of this Zoning Ordinance to the development application would create an unnecessary hardship or inequity upon or for the petitioner, as distinguished from a mere inconvenience, in developing the land or deprive the petitioner of the reasonable and beneficial use of the land;

- b. The circumstances causing the hardship do not similarly affect all or most properties in the vicinity of the petitioner's land;

- c. The variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner;

- d. Granting the variance petition will not be detrimental to the public health, safety or welfare, or injurious to other property within the area;

- e. Granting the variance petition will not have the effect of preventing the orderly use and enjoyment of other land within the area in accordance with the provisions of this Ordinance, or adversely affect the rights of owners or residents of surrounding property;

- f. Granting the variance petition is consistent with any special criteria applicable to varying particular standards;

- g. The hardship or inequity suffered by petitioner is not self-induced;

- h. The request for a variance is not based exclusively upon a desire from the petitioner for increased financial gain from the property, or to reduce an existing financial hardship; and

- i. The degree of variance requested is the minimum amount necessary to meet the needs of petitioner and to satisfy the standards in this section.

**TOWN OF BARTONVILLE
REQUEST FOR VARIANCE**

Zoning Regulations (Section: 4.8 _____) Subdivision Regulations (Section: 3.5 _____)
 Sign Regulations (Section: _____) Other: _____

Owner's Name: Woodbine Estates 1999 Trust No. 1 Phone: [REDACTED] Fax: _____
Mailing Address P.O. Box 835081, Richardson, TX 75083 _____

Legal Description: Lot _____ Block _____ Addition _____

Present Use and Improvements on Property: Agricultural _____

Description of Variance or *Special Exception* Requested: A variance from Subdivision Regulation 3.5 b is requested because the land was gifted in a flag lot configuration and it is impossible to reconfigure. A variance from Zoning Regulation 4.8 is requested because it is impossible to reconfigure this land to comply with the Regulation. Without these requested variances, the land is not saleable.

Has a previous Application or Appeal to the Board been filed on the property?

No Yes, Date: _____

Attach maps, designs, lists of property owner's names and addresses , and/or any additional materials as necessary or required by ordinance appeal procedures. Please included ten (10) copies of any information that is submitted.

I certify that I am the legal owner of record of the property, or that I have secured the property owner's permission as shown on the attached affidavit (as applicable), and that the information concerning this request for variance is true and correct and respectfully request it's consideration.

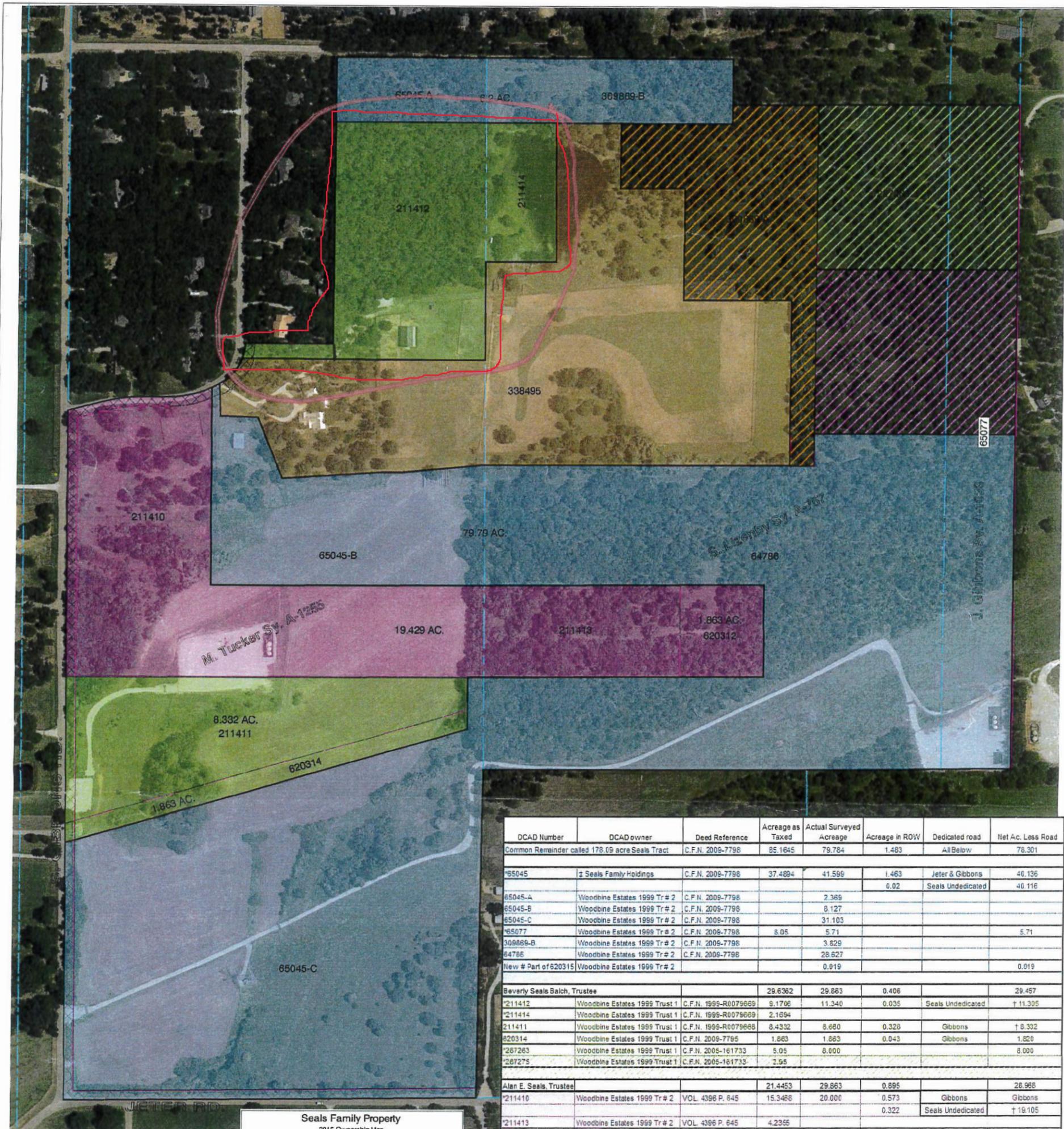
Signature Emily Stalch, Trustee, Woodbine Estates 1999 Trust #1 Date 10/17/19

Application complete? Yes _____ Fee Paid: \$ 450 Date: 10/17/19

Date to appear before: P&Z _____ TC _____ BOA 11-13-2019
07/01/2020

Remarks:

This item was postponed at the 11/13/2020 BOA meeting to May 2020. Due to the COVID-10 pandemeic and the Town's disaster declaration no meetings were held through June. The request was re-noticed for July 1, 2020



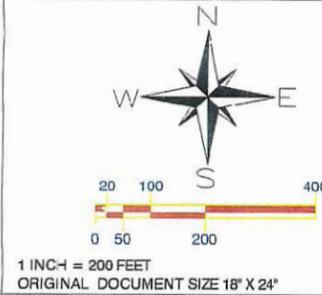
DCAD Number	DCAD owner	Deed Reference	Acreege as Taxed	Actual Surveyed Acreege	Acreege in ROW	Dedicated road	Net Ac. Less Road
Common Remainder called 178.09 acre Seals Tract C.F.N. 2009-7798 85.1645 79.784 1.483 All Below 78.301							
*65045	± Seals Family Holdings	C.F.N. 2009-7798	37.4894	41.599	1.463	Jeter & Gibbons	40.136
65045-A	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798		2.369	0.02	Seals Undedicated	40.116
65045-B	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798		8.127			
65045-C	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798		31.103			
*65077	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798	8.05	5.71			5.71
309889-B	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798		3.829			
64786	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7798		28.627			
New # Part of 620315	Woodbine Estates 1999 Tr # 2			0.019			0.019
Beverly Seals Balch, Trustee							
*211412	Woodbine Estates 1999 Trust 1	C.F.N. 1999-R0079669	8.1706	11.340	0.035	Seals Undedicated	† 11.305
*211414	Woodbine Estates 1999 Trust 1	C.F.N. 1999-R0079669	2.1694				
211411	Woodbine Estates 1999 Trust 1	C.F.N. 1999-R0079668	8.4332	8.680	0.328	Gibbons	† 8.332
620314	Woodbine Estates 1999 Trust 1	C.F.N. 2009-7795	1.863	1.883	0.043	Gibbons	1.820
*267263	Woodbine Estates 1999 Trust 1	C.F.N. 2005-161733	5.05	6.000			6.000
*267275	Woodbine Estates 1999 Trust 1	C.F.N. 2005-161733	2.95				
Alan E. Seals, Trustee							
*211410	Woodbine Estates 1999 Tr # 2	VOL 4396 P. 645	15.3486	20.000	0.573	Gibbons	Gibbons
*211413	Woodbine Estates 1999 Tr # 2	VOL 4396 P. 645	4.2355		0.322	Seals Undedicated	† 19.105
620312	Woodbine Estates 1999 Tr # 2	C.F.N. 2009-7799	1.863	1.863			1.863
New # Part of 55077	Woodbine Estates 1999 Tr # 2	C.F.N. 2005-161732	5.202	6.000			5.202
New # Part of 64786	Woodbine Estates 1999 Tr # 2	C.F.N. 2005-161732	2.798				2.798
Marilyn Seals Addison							
620315	Marilyn Seals Addison	C.F.N. 2009-7803	3.727	3.727	0.054	Seals Undedicated	3.673
*208249	Marilyn Seals Addison	VOL 4266 P. 807	2.85	20.00	0.032	Seals Undedicated	† 19.958
*208164	Marilyn Seals Addison	VOL 4266 P. 807	17.15				
Marilyn Seals Addison, Trustee							
309889	Marilyn Seals Addison (50%) Lauren Michelle Addison (25%) Scott Cnln Addison (25%)	C.F.N. 2005-161731	8.00	8.00			8.00
	Total Acres		167.97	171.24	2.407	Jeter & Gibbons	168.830
			167.97		0.463	Seals Undedicated	168.367
Date 6-29-09	(*) Indicates parcels with multiple taxing account numbers due to property being in more than one survey.			(†) indicates approximate remaining acreage by deed split as shown in table		(‡) Seals Family Holdings = 1/3 interest Woodbine Estates 1999 Tr # 2, 1/3 interest Woodbine Estates 1999 Trust 1 and 1/3 interest Marilyn Seals Addison	

Seals Family Property
2015 Ownership Map
Being 168.83 acres in the M. Tucker Sy. A-1255, S. Lizenby Sy. A-767, and J. Gibbons Sy. A-1623, Town of Bartonville, Denton County, Texas

- COMMON REMAINDER
- BEVERLY SEALS BALCH TRUSTEE
- BEVERLY SEALS BALCH 50%
- ALAN SEALS TRUSTEE
- ALAN SEALS 50%
- MARILYN SEALS ADDISON TRUSTEE
- LAUREN MICHELLE ADDISON & SCOTT COLIN ADDISON
- RIGHT-OF-WAY DEDICATION

DRAWN: MGD
CHECKED: WMC
REVISED: MGD/10-30-15

JOB#: 1907
DATE: 8-21-09
SCALE: 1"=200'

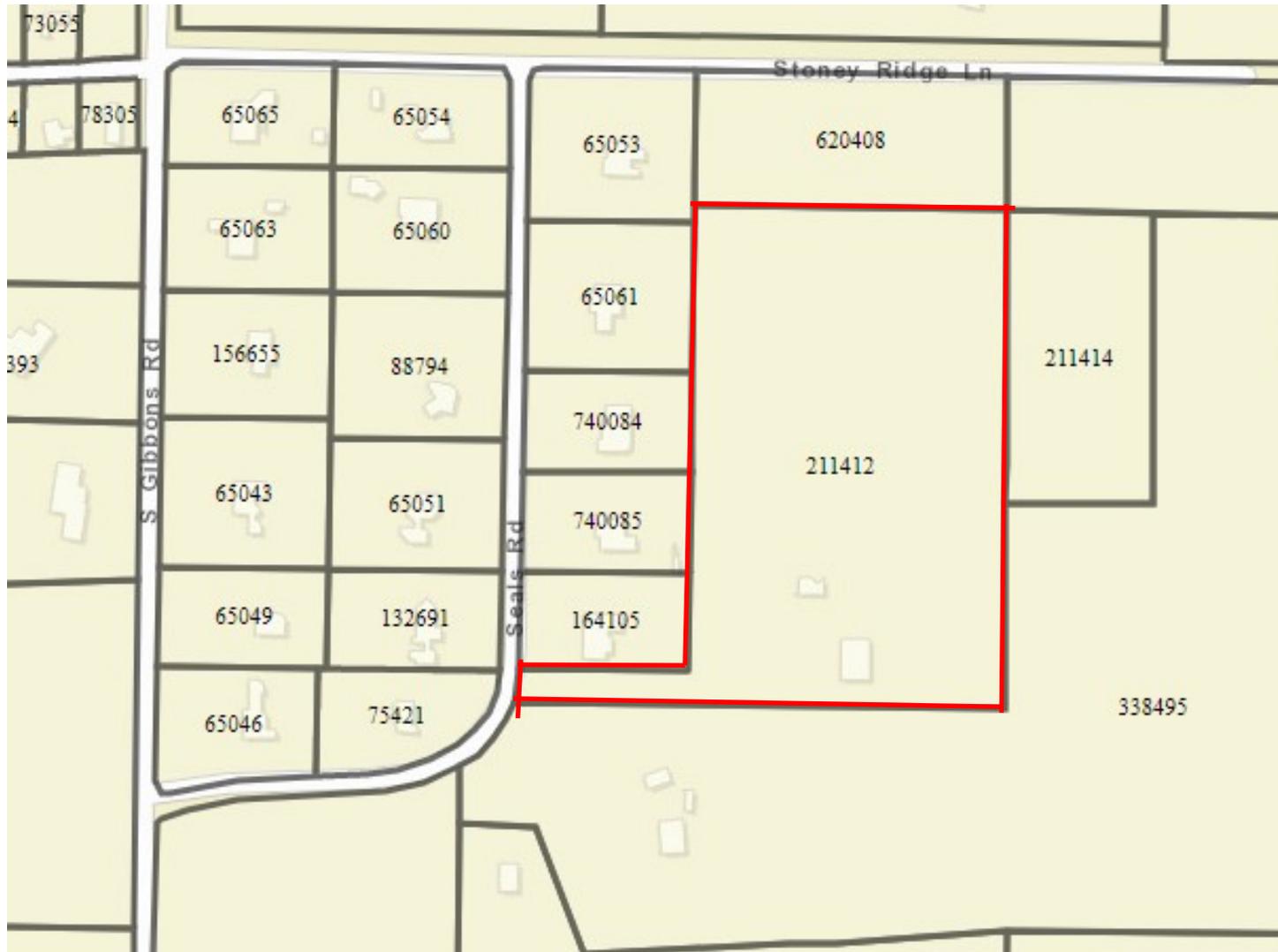


Coleman & Assoc. Land Surveying
P. O. BOX 686
DENTON, TEXAS 76202
PH (940) 565-8215
FAX (940) 565-9800
WWW.COLEMANLANDSURVEYING.COM

THIS IS A GIS WORK PRODUCT AND DOES NOT REPRESENT THE AUTHORITY PROPERTY BOUNDARIES AND SHALL NOT BE USED FOR DETERMINING PROPERTY RIGHTS AND/OR INTEREST.

UPDATED IN 2015 TO ADD NEW AERIAL IMAGE AND REFLECT 2015 D.C.A.D. DATA.

LOCATION MAP



Variance Request for M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas and is identified by the Denton Central Appraisal District as Property ID: 211412

DENTON RECORD-CHRONICLE
P.O. BOX 369
DENTON TX 76202
(940)566-6800

ORDER CONFIRMATION (CONTINUED)

Salesperson: Legals Denton

Printed at 06/11/20 15:09 by plaga-dm

Acct #: 232

Ad #: 27705

Status: New WHOLD WHOI

TOWN OF BARTONVILLE

The Board of Adjustment for the Town of Bartonville, Texas, will conduct a public hearing at 6:00 p.m. on July 1, 2020, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, AND via teleconference/video due to COVID-19, the public may offer public comment by calling 877-853-5257, Meeting ID 874 1047 4397, Passcode 633558, to hear public comment and consider a request for a variance from the zoning districts requirements for Chapter 4, Zoning Districts, Section 4.8 Residential Development Standards, Chart 4.3 AG Minimum Street Frontage of three hundred feet (300') to allow a minimum street frontage of approximately fifty feet (50'); on a tract of land being described as Tract 19D in the M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas. All interested parties are encouraged to attend.

Drc 06/14/2020



June 18, 2020

Name
Address
City, State, Zip

RE: Variance request for M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas and is identified by the Denton Central Appraisal District as Property ID: 211412

Dear Property Owner,

In accordance with state and local zoning laws, all owners of land within two hundred feet of any property being considered for a variance must be afforded an opportunity to address the subject at a public hearing held for this purpose.

Per the Denton County Appraisal District records, you own property (Property ID _____) within two hundred feet (200') of the property described above. The owner for this property has made an application for a variance request as follows:

Request: Variance from the zoning districts requirements for Chapter 4, Zoning Districts, Section 4.8 Residential Development Standards, Chart 4.3 AG Minimum Street Frontage of three hundred feet (300') to allow a minimum street frontage of approximately fifty feet (50'); on a tract of land being described as Tract 19D in the M. Tucker Survey Abstract No. 1255, an unrecorded plat, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is a 11.34-acre tract of land located on Seals Road in Bartonville, Texas. All interested parties are encouraged to attend.

You are hereby notified that the Bartonville Zoning Board of Adjustment will conduct a public hearing regarding a variance for the subject property which may be of interest to you as follows:

Bartonville Board of Adjustment Public Hearing

Date/Time: Wednesday, July 1, 2020 at 6:00 p.m.

Location Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/87410474397?pwd=bTdlenRKRDJmS1lvWThmbFFlQnNOUT09> or www.zoom.com, join meeting and use the following ID and Password

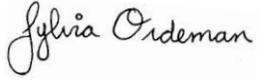
Meeting ID: 874 1047 4397 Password: 633558

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID 874 1047 4397, Passcode 633558

Should you have any questions regarding this matter, please feel free to contact me at 817.693.5280.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia Ordeman". The signature is written in black ink on a white background.

Sylvia Ordeman
Town Administrator

Enclosure: Location Map

Name	Address	City, State, ZIP	Property ID
BROWN, BRENDA CARTER & ALLEN DOUGLAS	600 SEALS RD	BARTONVILLE, TX 76226	164105
STINSON, DEBRA & COKE, LESLIE & MATHEWS, SHARON	4604 SHAGBARK DR	ARGYLE, TX 76226	740085
COKE, JAMES H & LESLIE D	660 SEALS RD	BARTONVILLE, TX 76226	740084
CAVENDER, JULIE & MARK	700 SEALS RD	BARTONVILLE, TX 76226	65061
DODSON, RICHARD M & NONA C	742 SEALS RD	BARTONVILLE, TX 76226	65053
WOODBINE ESTATES 1999 TR # 1 & BEVERLY BALCH TR	PO BOX 962	ARGYLE, TX 76226	620408
ADDISON, MARILYN S	PO BOX 962	ARGYLE, TX 76226	331331
WOODBINE ESTATES 1999 TRUST 1	PO BOX 962	ARGYLE, TX 76226	211414
ADDISON, MARILYN S	PO BOX 962	ARGYLE, TX 76226	338495
HOYT, WAYNE A & MARY J	575 SEALS RD	BARTONVILLE, TX 76226	75421
MOORE, STEVEN	601 SEALS RD	BARTONVILLE, TX 76226	132691
ADDISON, STEVEN M & MARILYN I	568 SEALS RD	BARTONVILLE, TX 76226	211410
EICHLER, JAMES L, JR	613 SEALS RD	BARTONVILLE, TX 76226	65051
WOODBINE ESTATES 1999 TRUST 1	PO BOX 962	ARGYLE, TX 76226	211412
WOODBINE ESTATES 1999 TRUST 1	PO BOX 835081	RICHARDSON, TX 75083	211412



**Board of Adjustment Public Hearing
Item No. 2**

DATE: September 2, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Continue public hearing to consider a request for a variance from the minimum zoning districts rear setback requirements for RE-2, Residential Estates 2 acre minimum zoning districts set forth in Chapter 30, Zoning Regulations, Exhibit "A," Chart 4.2 Area Standards for Residential Lots and Chart 4.4 Area Standards for Nonresidential Lots to allow for the construction and continued placement of a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound approximately fifty (50) feet off of the rear property line, being less than the required setback for the additional height structure, being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. ***The Board of Adjustment moved to postpone this item by a vote of 5 to 0 at its August 5, 2020, meeting.***

I. BACKGROUND INFORMATION

This applicant requested to postpone the item to the September 2, 2020 meeting. The Board of Adjustment moved to postpone this item by a vote of 5 to 0 at its August 5, 2020 meeting.

APPLICANT: Hemphill, LLC

II. LOCATION: 2200 E. Jeter Road

Property: 10.09-acre tract of land, legal description Kincade Lot 2R, Block A

Zoning: "AG" Agriculture; Land Use Plan as "P/SP" Public/Semi-Public

III. STAFF ANALYSIS:

A request has been received for a variance to allow for the construction and continued placement of the monopole tower at less than the required setback for the height structure. The height of the tower is 130 feet. The proposed location has a setback to the closest residential area at approximately 77 feet, less than the required 260 feet per the zoning district requirements for Chapter 22, Communications Antennas and Support Structures/Towers, Section 22.3.C.

“C. No commercial antenna support structure shall be closer to any residential district boundary line or residential dwelling than a distance equal to twice the height of the support structure. Such setback/distance shall be measured as the shortest possible distance in a straight line from the structure to the closest point of a residential district boundary line or residential dwelling. Setbacks from residentially zoned property do not apply to antennae attached to utility structures that exceed fifty feet (50') in height, or to antennae placed wholly within or mounted upon a building.”

IV. ATTACHMENTS:

- Variance Request (with aerial map and septic system drawing)
- Bartonville Site 1636 130' Monopole Tower Plans
- Redacted Hemphill LLC Option and Lease Agreement with First Church of the Nazarene
- Location Map
- Letter mailed to property owners within 200'
- Copy of Legal Notice

Board of Adjustment Criteria for Approval

1. In deciding the variance petition, the Board of Adjustments shall apply the following criteria:
 - a. There are special circumstances or conditions arising from the physical surroundings, shape, topography or other feature affecting the land subject to the variance petition, such that the strict application of the provisions of this Zoning Ordinance to the development application would create an unnecessary hardship or inequity upon or for the petitioner, as distinguished from a mere inconvenience, in developing the land or deprive the petitioner of the reasonable and beneficial use of the land;
 - b. The circumstances causing the hardship do not similarly affect all or most properties in the vicinity of the petitioner's land;
 - c. The variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner;
 - d. Granting the variance petition will not be detrimental to the public health, safety or welfare, or injurious to other property within the area;
 - e. Granting the variance petition will not have the effect of preventing the orderly use and enjoyment of other land within the area in accordance with the provisions of this Ordinance, or adversely affect the rights of owners or residents of surrounding property;
 - f. Granting the variance petition is consistent with any special criteria applicable to varying particular standards;
 - g. The hardship or inequity suffered by petitioner is not self-induced;
 - h. The request for a variance is not based exclusively upon a desire from the petitioner for increased financial gain from the property, or to reduce an existing financial hardship; and
 - i. The degree of variance requested is the minimum amount necessary to meet the needs of petitioner and to satisfy the standards in this section.

**TOWN OF BARTONVILLE
REQUEST FOR VARIANCE**

Applicant: Hemphill, LLC
by Faulk & Foster, 678 Front Ave NW, Suite 215, Grand Rapids, MI 49504
616-490-9804 (Ralph Wyngarden) ralph.wyngarden@faulkandfoster.com

Zoning Regulations (Section: 22.3.C) **Subdivision Regulations (Section: _____)**
 Sign Regulations (Section: _____) **Other: _____**

First Church of the Nazarene/Lantana

Owner's Name: Community Church Phone: 817-224-9200 Fax: _____

Mailing Address 2200 E. Jeter Road, Bartonville, TX 76226

Legal Description: Lot R2 Block _____ Addition Kincade Subdivision

Present Use and Improvements on Property: The property is currently occupied by the church and parking lots, sports fields on the western portion of the property, and an aerobic septic system with sprinkler field in the area behind the church building. This restricts the available area for the proposed site (please see aerial view and septic system drawing).

Description of Variance or Special Exception Requested:

A variance from the setback requirement in Section 22.3.C is requested. The center of the monopole is 83' from the south and east property lines. The height of the pole will be 130'. Location elsewhere on the property is restricted by the uses mentioned above (please see aerial view and septic system drawing).

Has a previous Application or Appeal to the Board been filed on the property?

No Yes, Date: _____

Attach maps, designs, lists of property owner's names and addresses , and/or any additional materials as necessary or required by ordinance appeal procedures. Please included ten (10) copies of any information that is submitted.

I certify that I am the legal owner of record of the property, or that I have secured the property owner's permission as shown on the attached affidavit (as applicable), and that the information concerning this request for variance is true and correct and respectfully request it's consideration.

Faulk & Foster, by Ralph Wyngarden, for Hemphill, LLC and First Church of the Nazarene

Ralph Wyngarden 7/8/2020
Signature Date

*Please see the enclosed Land Option and Lease Agreement between Hemphill, LLC and First Church of the Nazarene

(lease paragraph 6 addresses the church's agreement to all necessary government zoning and permitting approvals)*

Application complete? _____	Fee Paid: \$ _____	Date: _____
Date to appear before: P&Z _____	TC _____	BOA _____
Remarks: _____		



R82579

Sports Fields

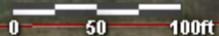
Bartonville

R277887

Septic System
Including Sprinklers

Proposed
Site
Location

R86072



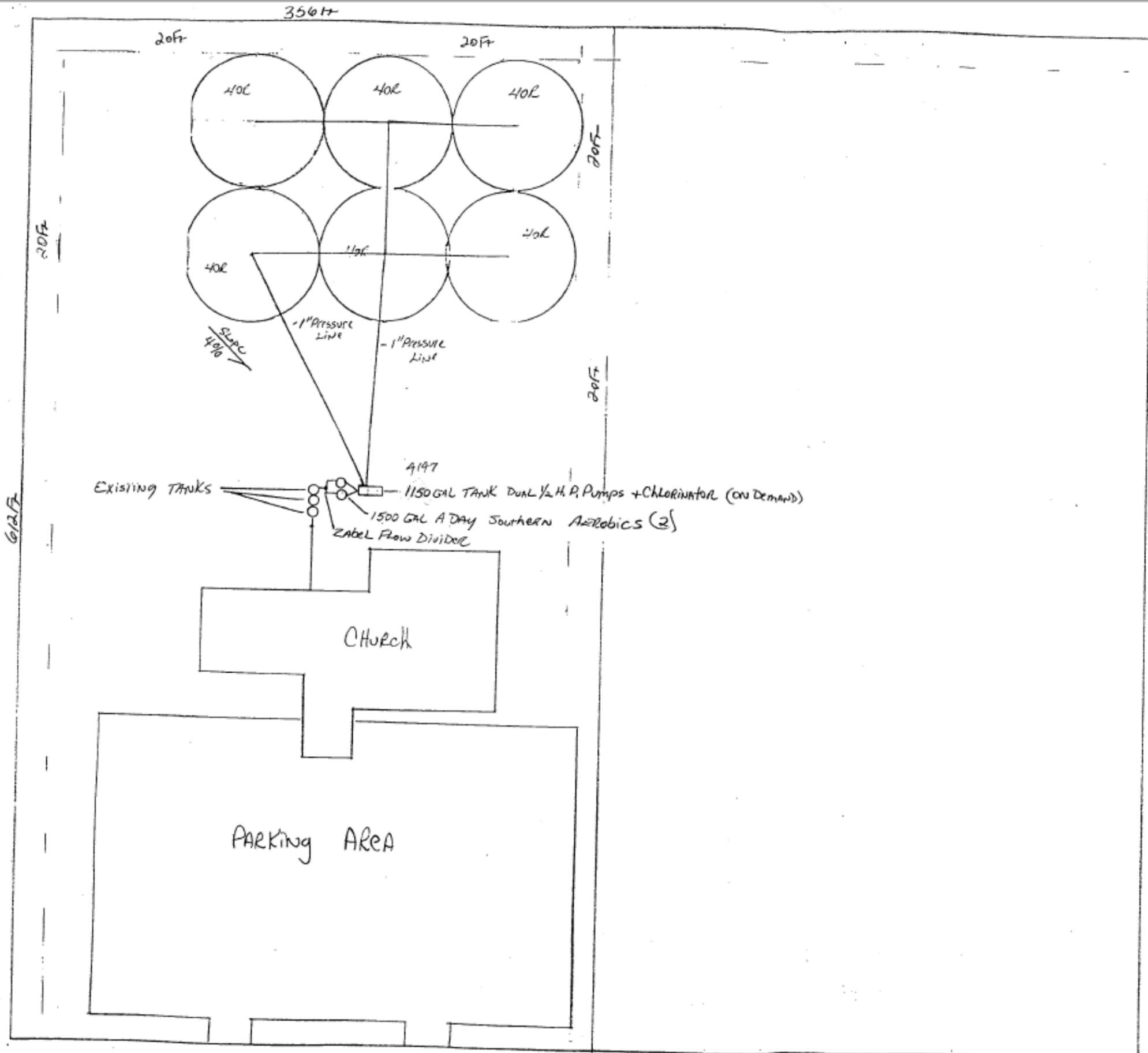
BOA Agenda Pkt Pg. 22

R37498

X: 2388682.75 , Y: 7075974.37

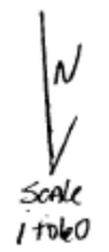
2200 E Jeter

Crossroads Bible Church
9099 JUSTIN RD
BARTONVILLE TX
76226
430-1233
10 ACRES



FM 407 EAST

BCAZ-010-01-0023



6/9/98
DWC



HEMPHILL®
 1305 NORTH LOUISVILLE AVE
 TULSA, OK 74115
 (918) 834-2200

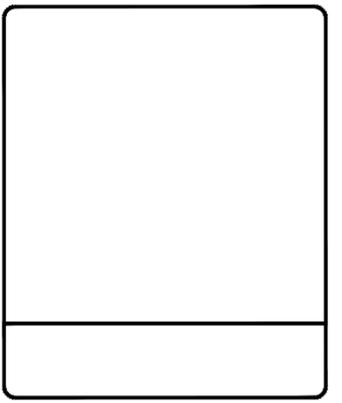
SURVEY PROVIDED BY:

POINT TO POINT LAND SURVEYORS
 100 GOVERNORS TRACE
 SUITE 103, PEACHTREE CITY, GA 30269
 678.565.4440

PROJECT NO: 1636
 PROJECT NAME: BARTONVILLE
 911 ADDRESS: TBD
 DRAWN BY: RGH
 CHECKED BY: MK/SLT/JRH

ISSUED FOR:
 APPROVAL

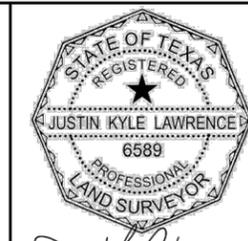
REV	DATE	DESCRIPTION
0	03/16/20	FOR APPROVAL



SCALE
 NOT TO SCALE

SITE SURVEY

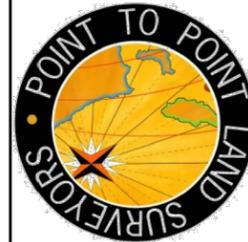
SHEET NUMBER: C1-1	REVISION: 0
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Justin Kyle Lawrence

NO.	DATE	REVISION

POINT TO POINT LAND SURVEYORS
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com
 Texas Registration No. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:

HEMPHILL
 1305 N. LOUISVILLE AVENUE
 TULSA, OK 74115

BARTONVILLE
 SITE NO. 1636
 LOT 2R KINCADE SUBDIVISION
 B.B.B. & C.R.R. CO. SURVEY,
 ABSTRACT 152,
 CITY OF BARTONVILLE,
 DENTON COUNTY, TEXAS

DRAWN BY: BDM
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: JANUARY 08, 2020
 P2P JOB #: 195284TX

SHEET:
1
 OF 2



VICINITY MAP
 NOT TO SCALE
GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF HEMPHILL, LLC AND EXCLUSIVELY FOR THE TRANSFER OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.

BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 (DATE OF LAST FIELD VISIT: 12/11/2019)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) TEXAS NORTH CENTRAL ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 48121C0510G DATED: 04/18/2011

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

TEXAS REGISTRATION NO. 10194197

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDRETH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT.



Know what's below.
 Call before you dig.

(SURVEY NOT VALID WITHOUT SHEET 2 OF 2)

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.05 FEET (HORZ) 0.09 FEET (VERT)
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
 TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS
 DATES OF SURVEY: 12/11/2019
 DATUM / EPOCH: NAD_83(2011)EPOCH:2010.00000
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOID MODEL: 18
 COMBINED GRID FACTORS: 0.9998442 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: 0°44'56.19"

PARENT PARCEL

OWNER: FIRST CHURCH OF THE NAZARENE
 SITE ADDRESS: 220 E JETER ROAD, BARTONVILLE, TX 76226
 PARCEL ID: R277887
 AREA: 10.009 ACRES (PER TAX ASSESSOR)
 ZONED: AG (AGRICULTURAL)
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
 REFERENCE: PLAT CABINET W PAGE 76 P.R.D.C.T.
 DEED BOOK 4772 PAGE 2543



TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE OF DECEMBER 19, 2019 @ 8:00 A.M., BEING FILE NO. 01-19094796, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

E. THE FOLLOWING, ALL ACCORDING TO PLAT RECORDED IN CABINET W, PAGE 76, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS:

50 FOOT BUILDING LINE EASEMENT ALONG ALL PROPERTY LINES.
 25 FOOT DRAINAGE EASEMENT ALONG THE NORTHERN, WESTERN AND SOUTHERN PROPERTY LINES.
 10 FOOT DRAINAGE EASEMENT ALONG THE EASTERN PROPERTY LINES.

I PLOTTABLE ITEMS SHOWN HEREON

F. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN OIL, GAS OR MINERAL LEASE BETWEEN D.P. NEWSOM AND WIFE, BEATRICE NEWSOM TO BARTONVILLE, TEXAS, P.R. LEWISVILLE, TEXAS, RT. 2 AND H.E. DAVIS, DATED MARCH 26, 1952, FILED APRIL 8, 1952, RECORDED IN UNDER VOL 372 PAGE 535 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS. TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT.

(THIS ITEM IS A BLANKET EASEMENT REGARDING OIL, GAS AND MINERAL RIGHTS TO AN AREA THAT INCLUDES THE PARENT PARCEL)

G. RIGHT OF WAY EASEMENT EXECUTED BY CROSS ROADS BIBLE CHURCH TO BARTONVILLE WATER SUPPLY CORPORATION, DATED JULY 24, 1988, FILED JULY 27, 1988, RECORDED IN UNDER COUNTY CLERK'S FILE NO. 35554 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

ITEM PLOTTED HEREON

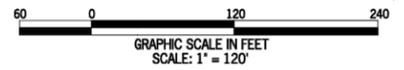
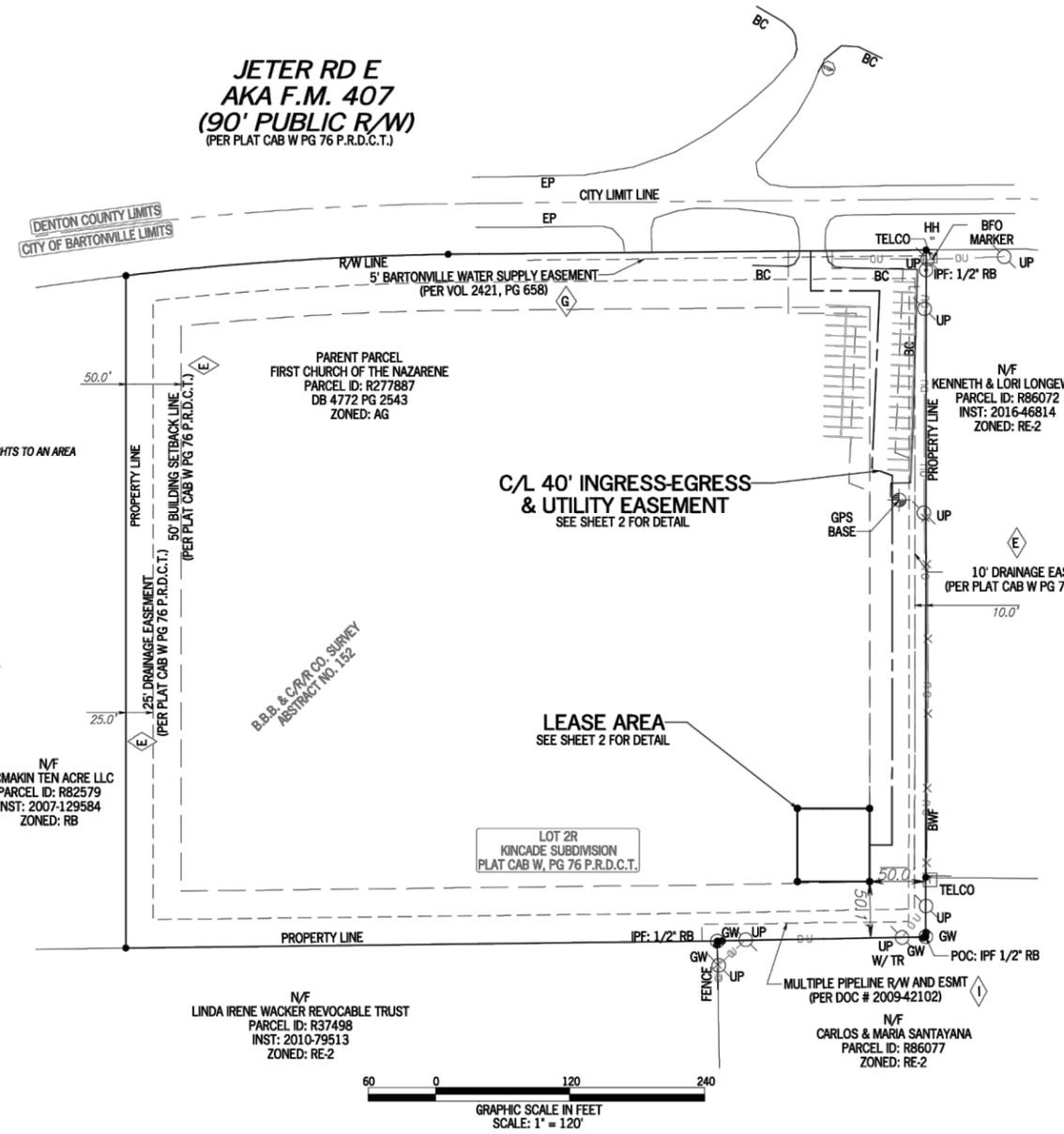
H. TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN A HAZARDOUS SUBSTANCE CERTIFICATE AND INDEMNITY AGREEMENT BY AND BETWEEN FIRST CHURCH OF THE NAZARENE, LEWISVILLE, TEXAS AND INWOOD NATIONAL BANK IN INSTRUMENT DATED JANUARY 31, 2001, FILED FEBRUARY 9, 2001, RECORDED IN UNDER COUNTY CLERK'S FILE NO. 2001-80012223 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

(THIS ITEM DESCRIBES THE PARENT PARCEL BUT IS NOT A SURVEY MATTER)

I. EASEMENT EXECUTED BY FIRST CHURCH OF THE NAZARENE, TO BARNETT GATHERING, LP, DATED DECEMBER 6, 2008, FILED APRIL 9, 2009, RECORDED IN UNDER 2009-42102, OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

ITEM PLOTTED HEREON

**JETER RD E
 AKA F.M. 407
 (90' PUBLIC R/W)**
 (PER PLAT CAB W PG 76 P.R.D.C.T.)



LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
TBM	TEMPORARY BENCHMARK
R/W	RIGHT-OF-WAY
BWF	BARBED WIRE FENCE
INH	INHERIT
HH	HAND HOLE
EP	EDGE OF PAVEMENT
BFO	BURNED FIBER OPTIC
BC	BACK OF CURB
OU	OVERHEAD UTILITY
GW	GW WIRE ANCHOR
TR	TRANSFORMER
N/F	NOW OR FORMERLY



HEMPHILL®
 1305 NORTH LOUISVILLE AVE
 TULSA, OK 74115
 (918) 834-2200

SURVEY PROVIDED BY:

POINT TO POINT LAND SURVEYORS
 100 GOVERNORS TRACE
 SUITE 103, PEACHTREE CITY,
 GA 30269
 678.565.4440

PROJECT NO: 1636
 PROJECT NAME: BARTONVILLE
 911 ADDRESS: TBD
 DRAWN BY: RGH
 CHECKED BY: MK/SLT/JRH

ISSUED FOR:
 APPROVAL

REV	DATE	DESCRIPTION
0	03/16/20	FOR APPROVAL

SCALE
 NOT TO SCALE

SITE SURVEY

SHEET NUMBER: **C1-2** REVISION: **0**



Justin Kyle Lawrence

NO.	DATE	REVISION

POINT TO POINT LAND SURVEYORS
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointtopointsurvey.com
 Texas Registration NO. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:

HEMPHILL
 1305 N. LOUISVILLE AVENUE
 TULSA, OK 74115

BARTONVILLE
 SITE NO. 1636
 LOT 2R KINCADE SUBDIVISION
 B.B.B. & C.R.R. CO. SURVEY,
 ABSTRACT 152,
 CITY OF BARTONVILLE,
 DENTON COUNTY, TEXAS

DRAWN BY: BDM
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: JANUARY 08, 2020
 P2P JOB #: 195284TX

SHEET:
2
 OF 2

SITE INFORMATION

LEASE AREA = 4,225 SQUARE FEET (0.0970 ACRES)
 LATITUDE = 33°04'20.6" (NAD 83) (33.072389°)
 LONGITUDE = -97°07'36.4" (NAD 83) (-97.126778°)
 AT CENTER OF LEASE AREA
 ELEVATION AT CENTER OF LEASE AREA = 680' A.M.S.L.

PARENT PARCEL

(PER TITLE FILE NO. 01-19094796)

BEING ALL OF LOTS 2 AND 3, KINCADE SUBDIVISION, AN ADDITION TO THE TOWN OF BARTONVILLE ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, PAGE 129 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 2, KINCADE SUBDIVISION, BEING THE SOUTHWEST CORNER OF LOT 1 OF SAME AND BEING ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LINDA WACKER RECORDED IN CLERK'S FILE NUMBER 04-71774 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS;

THENCE N 00°12'27" E, ALONG THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2, PASSING AT 597.33 FEET, A 1/2" REBAR FOUND AND CONTINUING A TOTAL DISTANCE OF 597.83 FEET, TO THE NORTHWEST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF LOT 1, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 407 (90' R.O.W.) AND BEING IN A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF LOT 2, THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 407 AND WITH THE ARC OF SAID CURVE HAVING RADIUS OF 2819.79 FEET, A CENTRAL ANGLE OF 05°51'20", WHOSE CHORD BEARS N 86°24'36" E, 288.05 FEET, AN ARC LENGTH OF 288.19 FEET, TO A WOOD RIGHT-OF-WAY MONUMENT FOUND;

THENCE N 89°36'00" E (RECORD), CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 407, AND THE NORTH LINE OF LOT 2, PASSING THE NORTHEAST CORNER THEREOF AND THE NORTHWEST CORNER OF LOT 3 AND CONTINUING A TOTAL DISTANCE OF 426.63 FEET, TO THE NORTHEAST CORNER OF LOT 3, BEING THE NORTHWEST CORNER OF LOT 1, WOLF HILL ESTATES, AN ADDITION TO THE TOWN OF BARTONVILLE ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, PAGE 205 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE S 00°13'04" W, ALONG THE EAST LINE OF LOT 3, KINCADE ADDITION AND THE WEST LINE OF LOT 1, WOLF HILL ESTATES, PASSING AT 0.40 FEET, A 1/2" REBAR AND PASSING THE SOUTHWEST CORNER OF LOT 1, WOLF HILL ESTATES, BEING THE NORTHERLY NORTHWEST CORNER OF LOT 2 OF SAME AND CONTINUING A TOTAL DISTANCE OF 611.24 FEET, TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF LOT 3, KINCADE SUBDIVISION;

THENCE S 89°09'40" W, 186.62 FEET, ALONG THE SOUTH LINE OF LOT 3, KINCADE SUBDIVISION AND THE WESTERLY NORTH LINE OF LOT 2, WOLF HILL ESTATES, TO A 3/8" REBAR FOUND AT THE WESTERLY NORTHWEST CORNER THEREOF, BEING THE NORTHEAST CORNER OF SAID WACKER TRACT;

THENCE S 89°28'11" W, CONTINUING ALONG THE NORTH LINE OF SAID WACKER TRACT AND THE SOUTH LINE OF LOT 3, KINCADE SUBDIVISION, PASSING THE SOUTHWEST CORNER THEREOF AND THE SOUTHEAST CORNER OF LOT 2 AND CONTINUING A TOTAL DISTANCE OF 527.37 FEET, TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 10.009 ACRES OF LAND.

(SURVEY NOT VALID WITHOUT SHEET 1 OF 2)

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LOT 2R OF THE KINCADE SUBDIVISION, B.B.B. AND C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 152, CITY OF BARTONVILLE, DENTON COUNTY, TEXAS, AS RECORDED IN PLAT CABINET W, PAGE 76 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A FOUND 1/2" REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 2R, SAID REBAR HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL VALUE OF N: 7075750.6717 E: 2389205.0303; THENCE, RUNNING ALONG A TIE, NORTH 45°30'06" WEST, 70.07 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, RUNNING ALONG THE LEASE AREA, NORTH 90°00'00" WEST, 65.00 FEET TO A POINT;

THENCE, NORTH 00°00'00" EAST, 65.00 FEET TO A POINT HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL VALUE OF N: 7075864.7813 E: 2389090.0532;

THENCE, NORTH 90°00'00" EAST, 65.00 FEET TO A POINT;

THENCE, SOUTH 00°00'00" WEST, 65.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.0970 ACRES (4,225 SQUARE FEET), MORE OR LESS.

40' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 40-FOOT INGRESS-EGRESS AND UTILITY EASEMENT (LYING 20-FOOT EACH SIDE OF CENTERLINE) LYING AND BEING IN LOT 2R OF THE KINCADE SUBDIVISION, B.B.B. AND C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 152, CITY OF BARTONVILLE, DENTON COUNTY, TEXAS AS RECORDED IN PLAT CABINET W, PAGE 76 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A FOUND 1/2" REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 2R, SAID REBAR HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL VALUE OF N: 7075750.6717 E: 2389205.0303; THENCE, RUNNING ALONG A TIE, NORTH 45°30'06" WEST, 70.07 FEET TO A POINT; THENCE, RUNNING ALONG THE LEASE AREA, NORTH 90°00'00" WEST, 65.00 FEET TO A POINT; THENCE, NORTH 00°00'00" EAST, 65.00 FEET TO A POINT HAVING A TEXAS GRID NORTH, NAD 83, NORTH CENTRAL VALUE OF N: 7075864.7813 E: 2389090.0532; THENCE, NORTH 90°00'00" EAST, 65.00 FEET TO A POINT; THENCE, SOUTH 00°00'00" WEST, 32.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID LEASE AREA AND RUNNING, NORTH 90°00'00" EAST, 20.00 FEET TO A POINT;

THENCE, NORTH 00°01'36" EAST, 328.42 FEET TO A POINT;

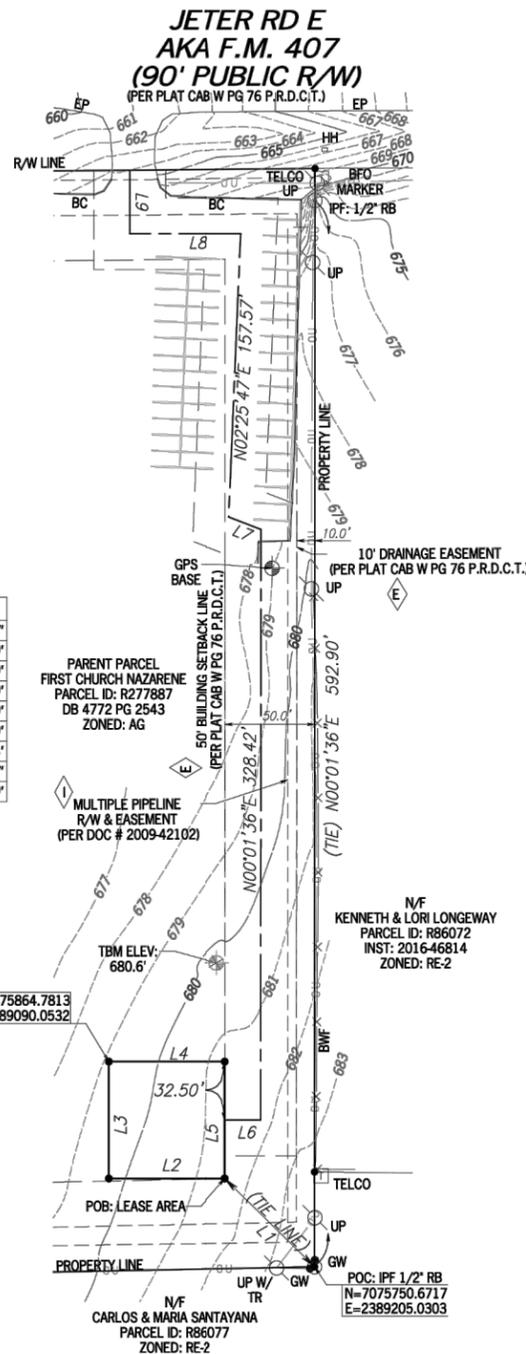
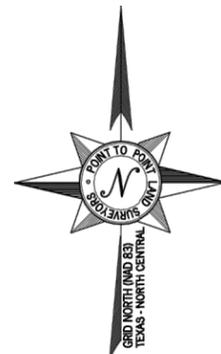
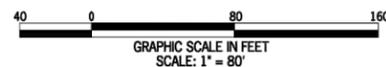
THENCE, NORTH 68°57'26" WEST, 19.24 FEET TO A POINT;

THENCE, NORTH 02°25'47" EAST, 157.57 FEET TO A POINT;

THENCE, SOUTH 90°00'00" WEST, 62.17 FEET TO A POINT;

THENCE, NORTH 00°01'01" WEST, 35.39 FEET ENDING AT A POINT MARKING THE SOUTHERN RIGHT-OF-WAY LINE OF JETER ROAD (HAVING A 90-FOOT PUBLIC RIGHT-OF-WAY PER PLAT CAB W PG 76 P.R.D.C.T., DENTON COUNTY RECORDS)

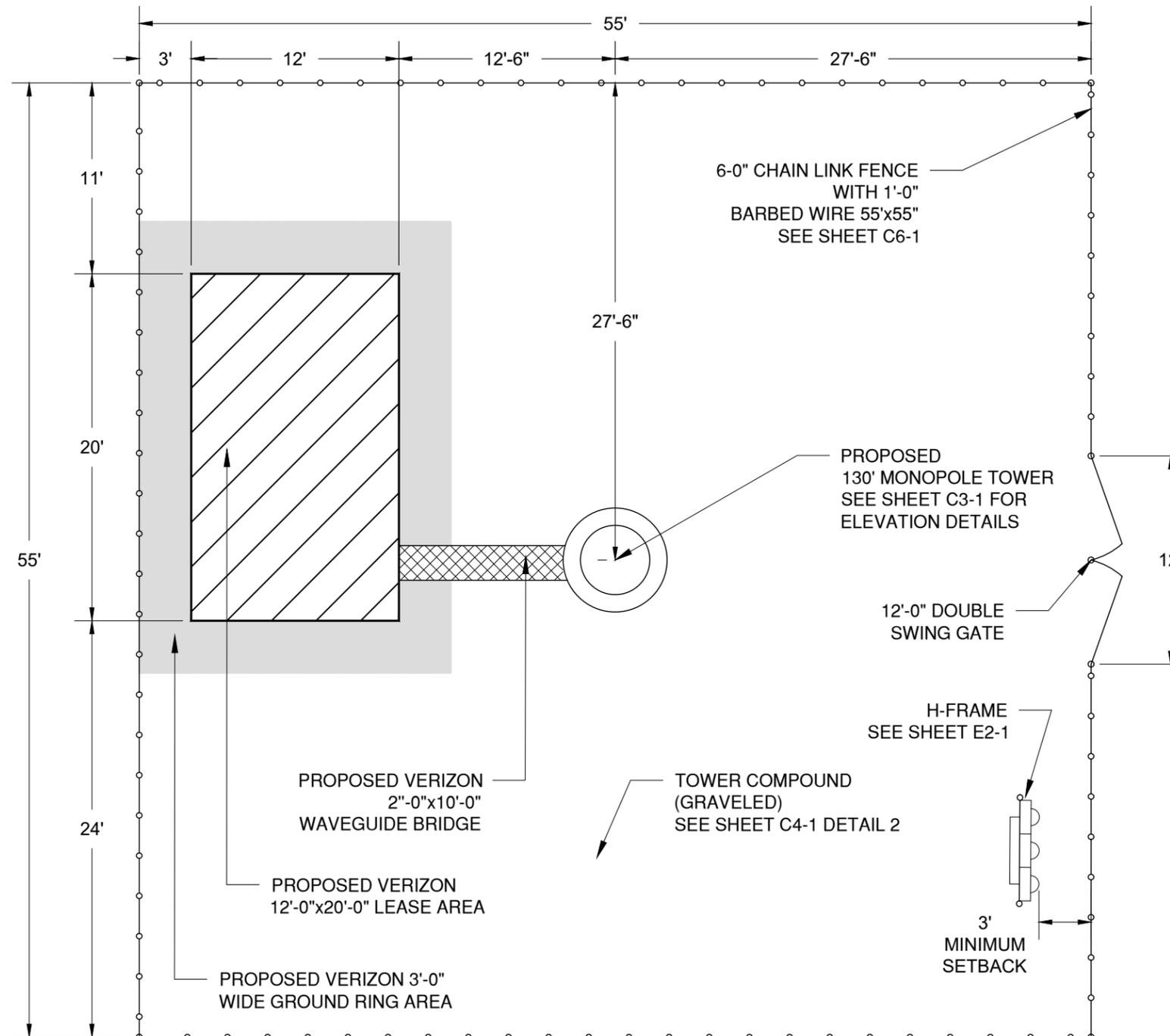
BEARINGS BASED ON TEXAS GRID NORTH, NAD 83, NORTH CENTRAL ZONE.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N45°30'06"W	70.07'
L2	N90°00'00"W	65.00'
L3	N00°00'00"E	65.00'
L4	N90°00'00"E	65.00'
L5	S00°00'00"W	65.00'
L6	N90°00'00"E	20.00'
L7	N68°57'26"W	19.24'
L8	N90°00'00"W	62.17'
L9	N00°01'01"W	35.39'

- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - IPF IRON PIN FOUND
 - IPF IRON PIN SET
 - CMF CONCRETE MONUMENT FOUND
 - UP UTILITY POLE
 - LP LIGHT POLE
 - TBM TEMPORARY BENCHMARK
 - R/W RIGHT-OF-WAY
 - BWF BARBED WIRE FENCE
 - INV INVERT
 - HH HAND HOLE
 - EP EDGE OF PAVEMENT
 - SFO BURIED FIBER OPTIC
 - BC BACK OF CURB
 - OU OVERHEAD UTILITY
 - GW GUY WIRE ANCHOR
 - TR TRANSFORMER
 - N/F NOW OR FORMERLY



NOTES:

1. ALL COMPONENTS SHOWN ARE NEW CONSTRUCTION
2. PLACEMENT OF VERIZON BUILDING AND H-FRAME WITHIN THE COMPOUND IS APPROXIMATE AND MAY VARY DEPENDING ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
3. PROPOSED LANDSCAPING SHALL CONSIST OF A DENSE, OPAQUE EVERGREEN LANDSCAPED SCREEN WITH AN INITIAL PLANTING HEIGHT OF THREE FEET (3'), AND WHICH SHALL ATTAIN AN ULTIMATE HEIGHT OF SIX FEET (6') AT MATURITY. IN ACCORDANCE WITH LOCAL ZONING CODE REQUIREMENTS.



HEMPHILL®
 1305 NORTH LOUISVILLE AVE
 TULSA, OK 74115
 (918) 834-2200

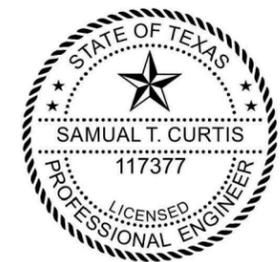


STS (SPECIALTY
 TELECOMMUNICATIONS
 CONSULTANTS, LLC)
 13431 BROADWAY EXT., SUITE 120,
 OKLAHOMA CITY, OK 73114

PROJECT NO:	1636
PROJECT NAME:	BARTONVILLE
911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

ISSUED FOR:
 APPROVAL

REV	DATE	DESCRIPTION
0	03/16/20	FOR APPROVAL



SAMUAL T. CURTIS, P.E.
 TEXAS NO. 117377

SCALE
 1/8" = 1'-0"

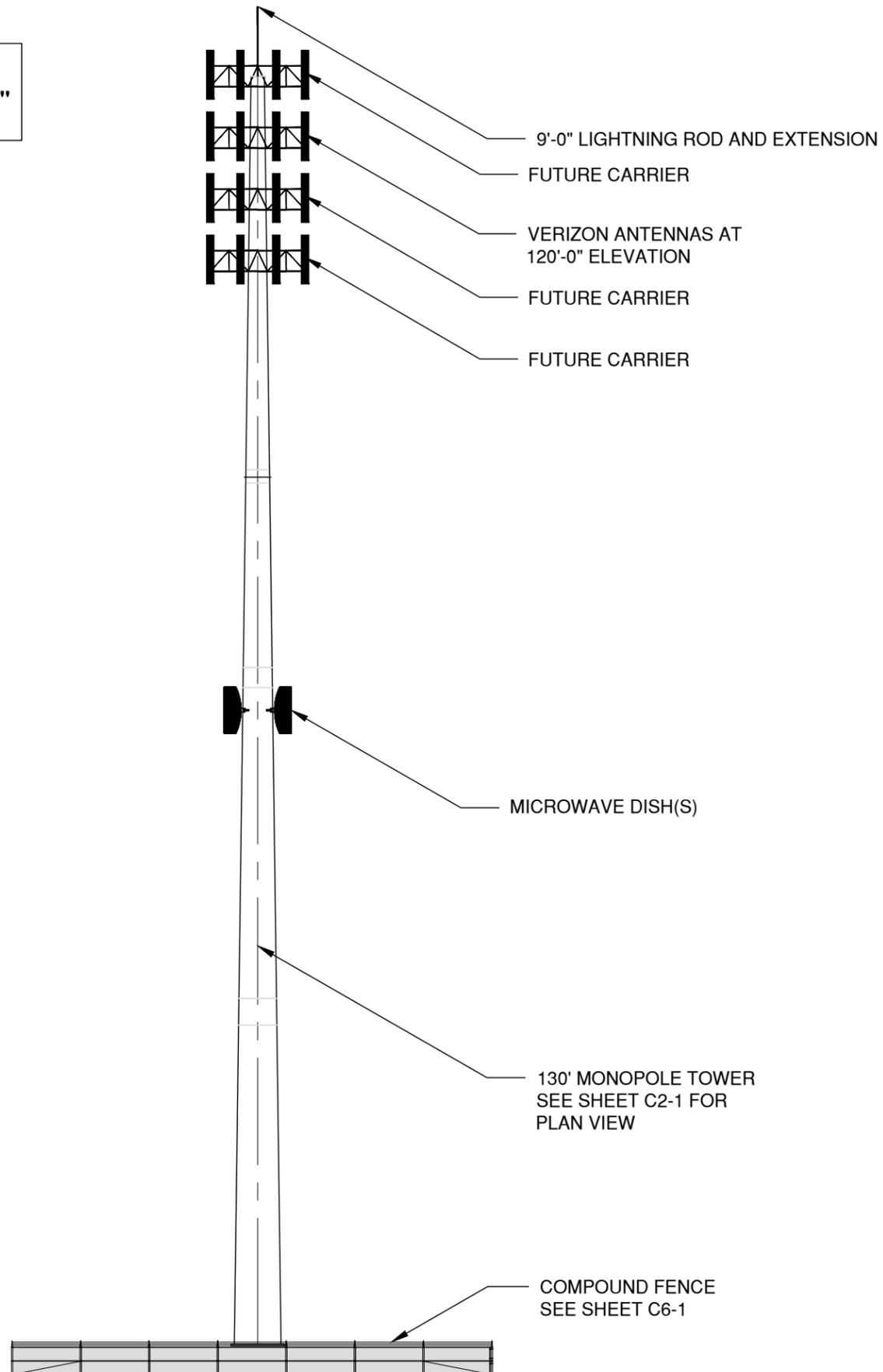
COMPOUND LAYOUT

SHEET NUMBER:	REVISION:
C2-1	0

OVERALL HEIGHT WITH APPURTENANCES IS 139'-0"

NOTE:

THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS.



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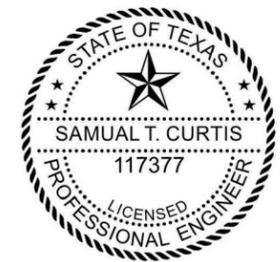


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911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
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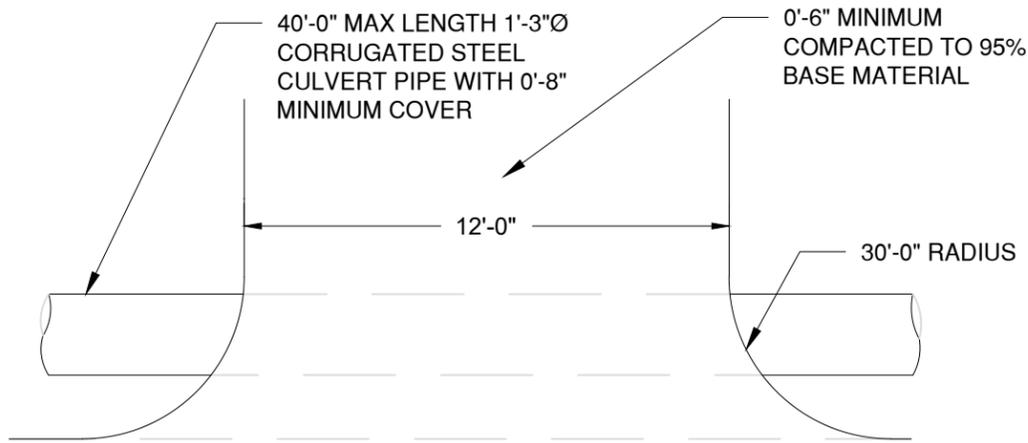


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TEXAS NO. 117377

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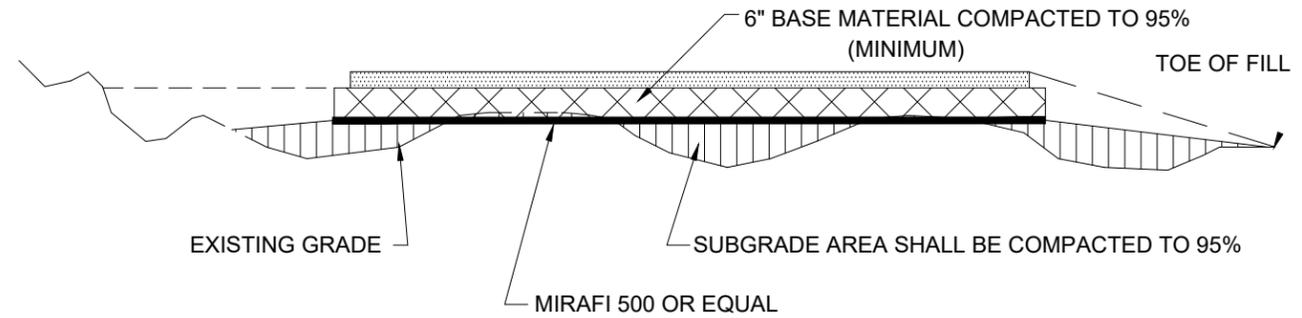
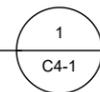
TOWER ELEVATION

SHEET NUMBER:	REVISION:
C3-1	0

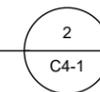


RIGHT OF WAY

ENTRANCE DETAIL
SCALE: N.T.S.



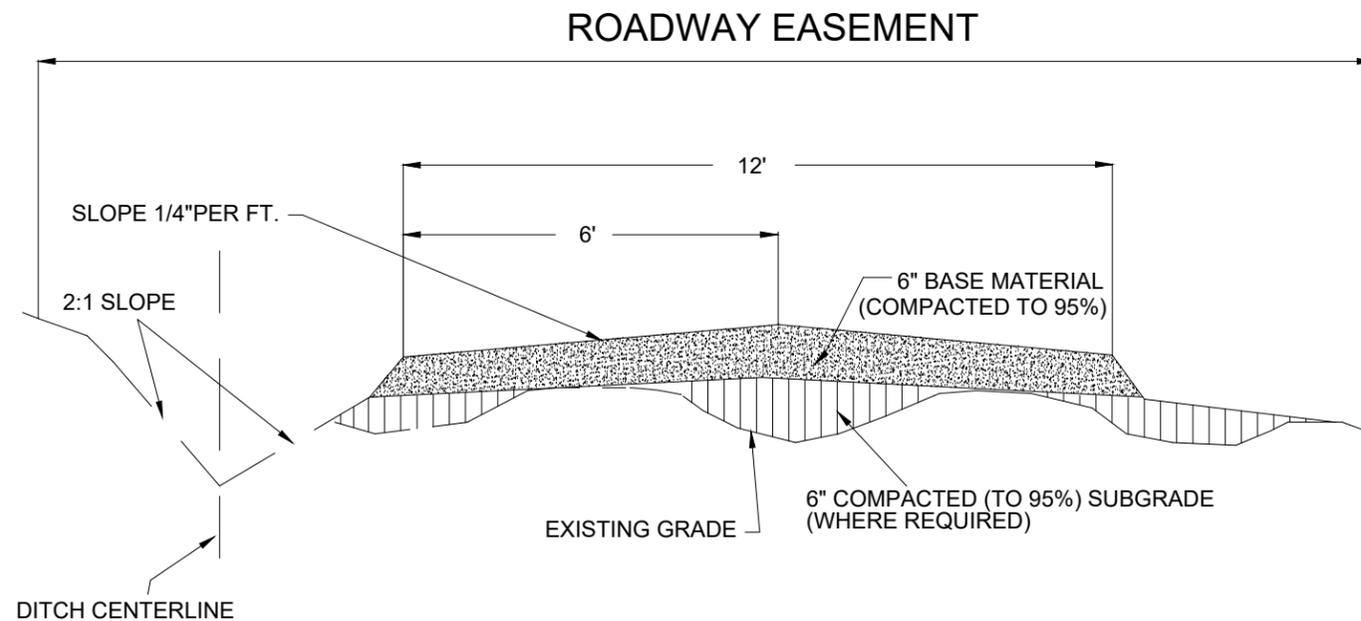
COMPOUND DETAIL
SCALE: N.T.S.



NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS TO ENSURE THAT THE ENTRANCE MEETS ALL GOVERNING SPECIFICATIONS.

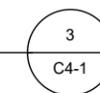
CONSTRUCTION SEQUENCE

- 1- INSTALLATION OF SILT FENCE - PRIOR TO ANY EARTH MOVING OPERATIONS, AS REQUIRED.
- 2- INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE.
- 3- STRIPPING AND STOCK PILING OF TOPSOIL AND ROUGH GRADING. TEMPORARY STABILIZATION WITHIN 15 DAYS.
- 4- CONSTRUCTION OF UNDERGROUND IMPROVEMENTS.



ROADWAY TYPICAL SECTION
(N . T . S .)

ROADWAY DETAIL
SCALE: N.T.S.



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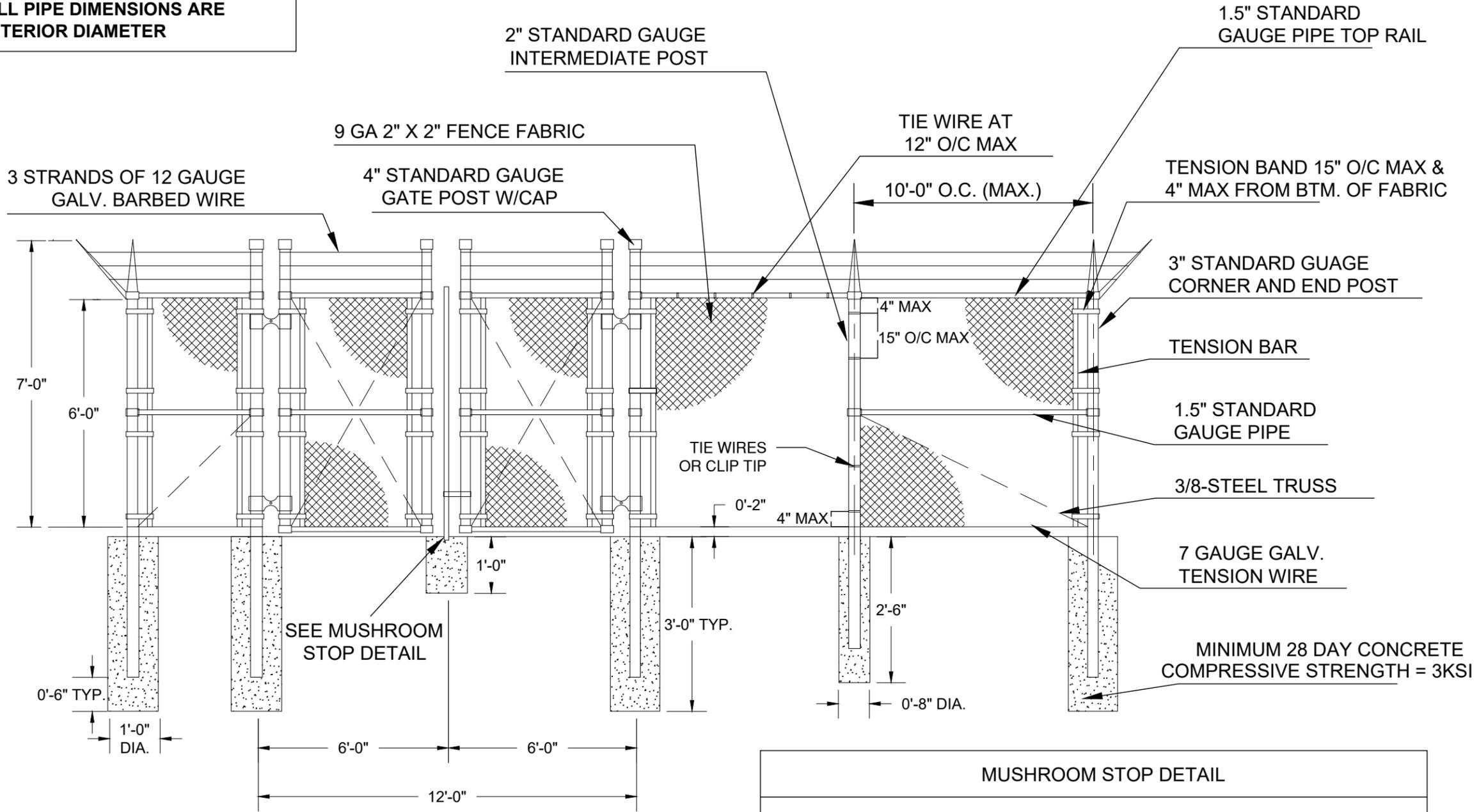
SCALE
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ROADWAY AND COMPOUND DETAILS

SHEET NUMBER:	REVISION:
C4-1	0

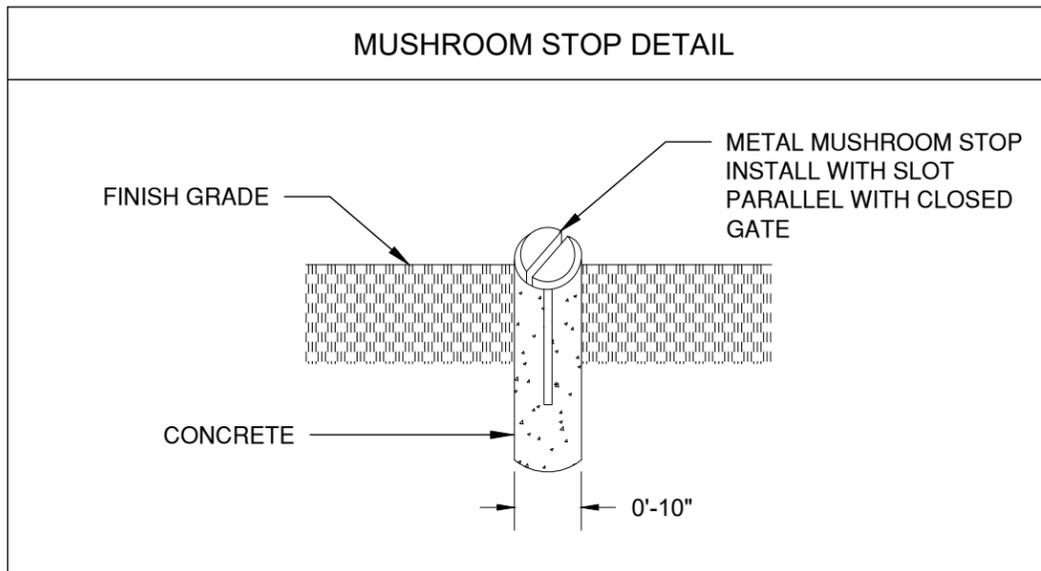
NOTES:

1. REFER TO SHEETS G1-1 AND G1-2 FOR ADDITIONAL INFORMATION
2. ALL PIPE DIMENSIONS ARE INTERIOR DIAMETER



ELEVATION VIEW
SCALE: N.T.S.

1
C6-1



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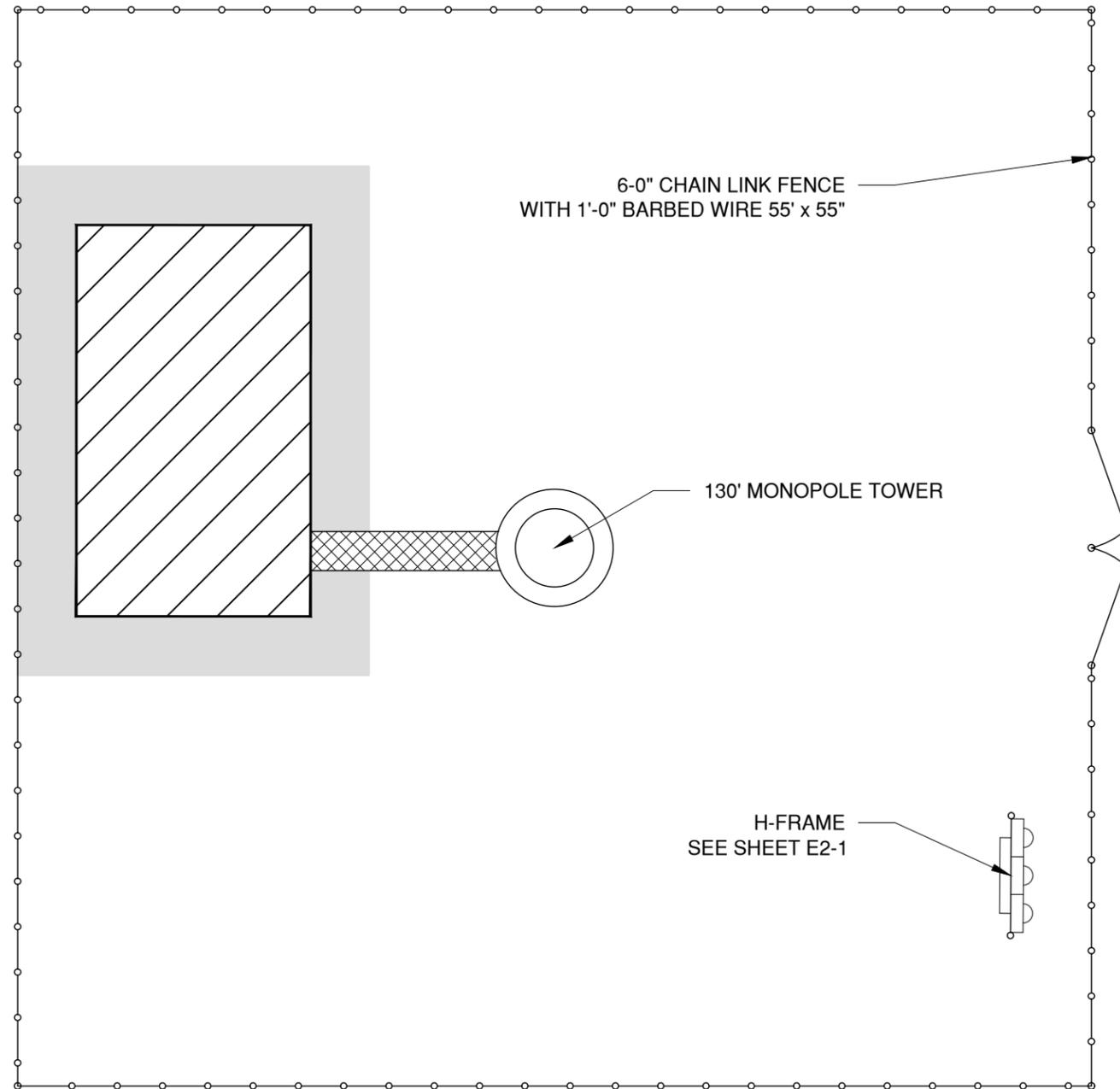


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**COMPOUND FENCE
DETAILS**

SHEET NUMBER:	REVISION:
C6-1	0



NOTES:

1. FOR ADDITIONAL INFORMATION REFERENCE C2-1
2. COMPLETION OF ELECTRICAL SERVICE SHALL BE PERFORMED BY LICENSED ELECTRICAL CONTRACTOR



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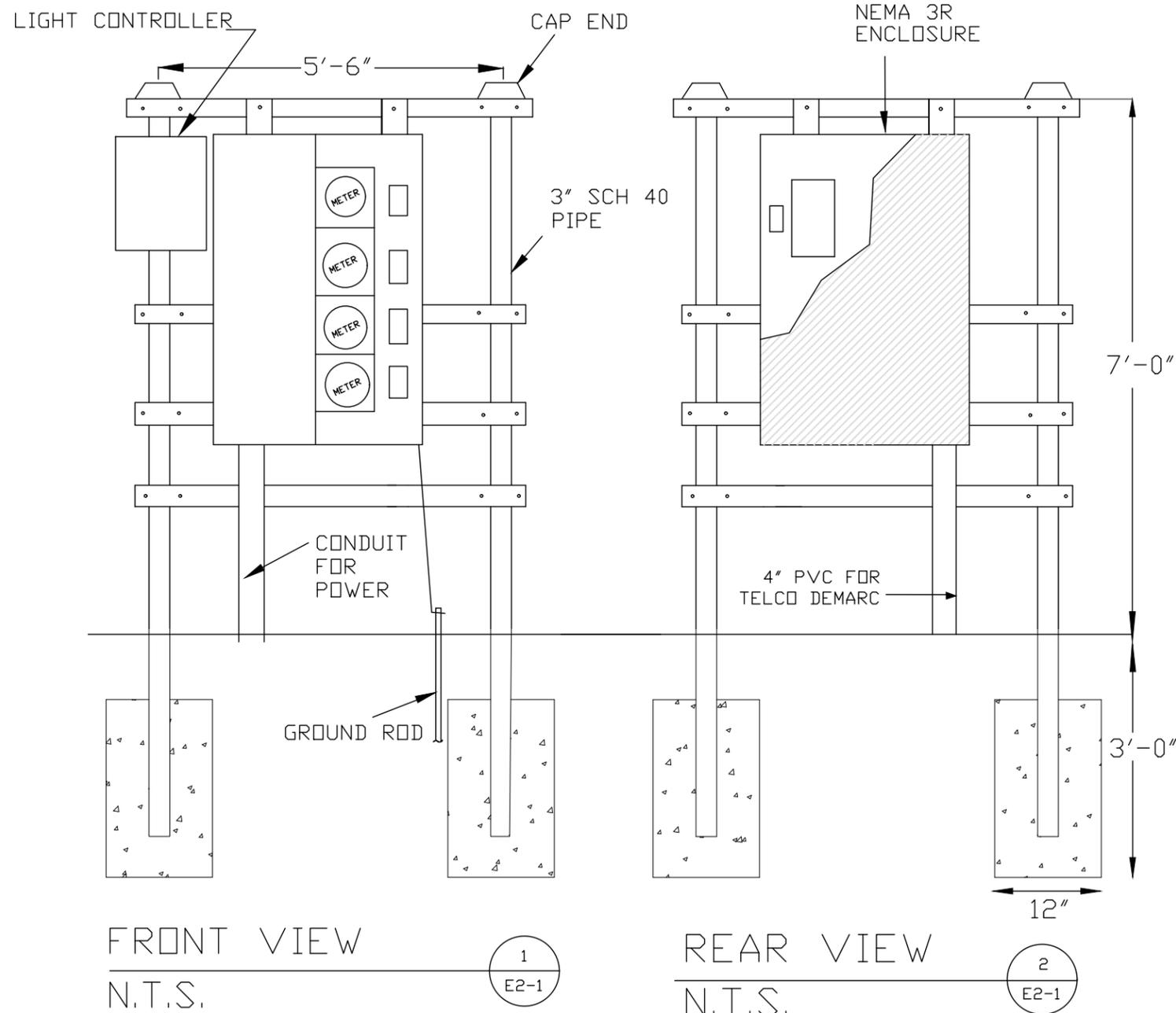
SCALE
 1/8" = 1'-0"

ELECTRIC, LIGHTING AND TELCO PLAN

SHEET NUMBER:	REVISION:
E1-1	0

NOTES

- 1 CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN, 120/240V, 400A, NEMA 3R WITH FOUR METER SOCKETS. METER CENTER SHALL BE FURNISHED WITH 200A METER AND 200A CIRCUIT BREAKER. CIRCUIT BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.
- 2 CONTRACTOR SHALL PROVIDE AND INSTALL TELCO DEMARCATION BOX TO INCLUDE 48" X 48" X 12" NEMA 3R ENCLOSURE WITH BACKPLATE AND GFI RECEPTACLE (120V, 5A).
- 3 TOWER LIGHTING SHALL BE REQUIRED ON ALL TOWERS EXCEEDING 200' IN HEIGHT OR AS OTHERWISE REQUIRED BY FAA.
- 4 DIMMENSIONS SHOWN ARE APPROXIMATE AND MAY BE ALTERED IN THE FIELD TO BETTER SUIT ACTUAL CONDITIONS OR EQUIPMENT RECEIVED.
- 5 ALL CONDUIT SHALL BE SCH. 40 PVC UNDERGROUND.
- 6 ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND BY THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING ENTITIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS AS ESTABLISHED BY ANSI, NEMA, NSFU, AND "UL" LISTED.
- 7 ALL CONDUIT SHALL HAVE A PULL STRING.
- 8 THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY IBC, NEC, AND APPLICABLE CODES.
- 9 UNDERGROUND AND/OR OVERHEAD LINES SHALL BE OF THE SIZE AND MATERIAL NECESSARY TO MEET THE LOCAL CODE REQUIREMENTS.
- 10 ALL FRAME MEMBERS TO BE 1-5/8" x 1-5/8" P1000 UNISTRUT (EXCEPT FOR LEGS). CONNECT TO LEGS WITH U BOLTS



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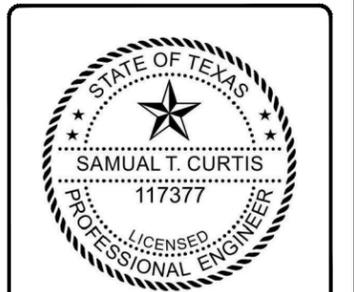


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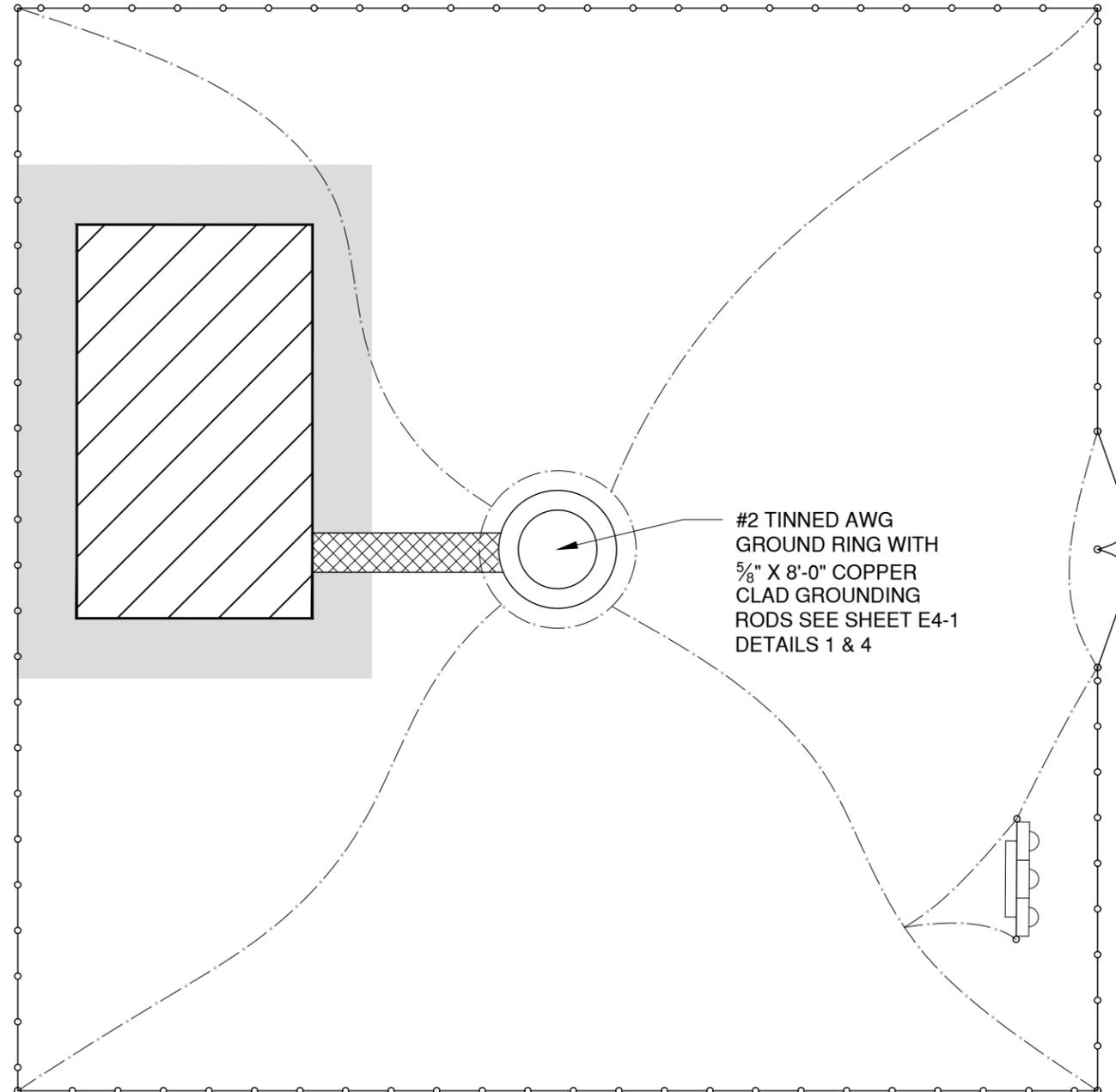
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**ELECTRICAL
DETAILS**

SHEET NUMBER:	REVISION:
E2-1	0

THIS PLAN IS PROPOSED
CONSTRUCTION
FOR THE SUBJECT SITE.



NOTES:

1. INFORMATION SHOWN IS FOR INFORMATION PURPOSES ONLY. DESIGN OF GROUNDING SYSTEM IS TO BE CONFIRMED BY LYNCOLE PRIOR TO INSTALLATION

2. REFERENCE LYNCOLE DESIGN FOR INSTALLATION OF GROUNDING

3. REFERENCE SHEET C2-1 FOR ADDITIONAL INFORMATION



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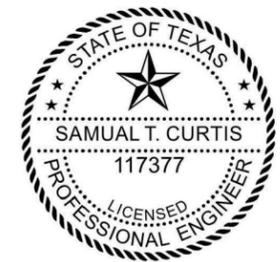


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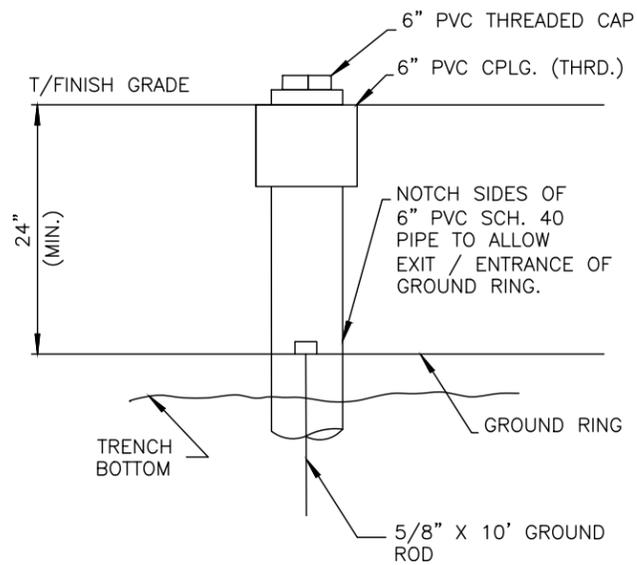


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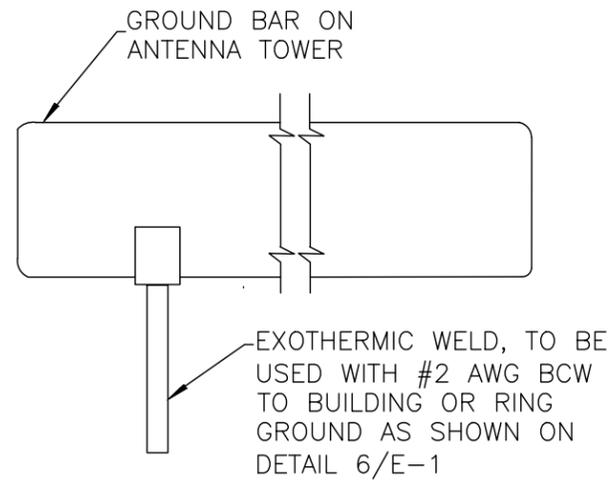
SCALE
1/8" = 1'-0"

GROUNDING PLAN

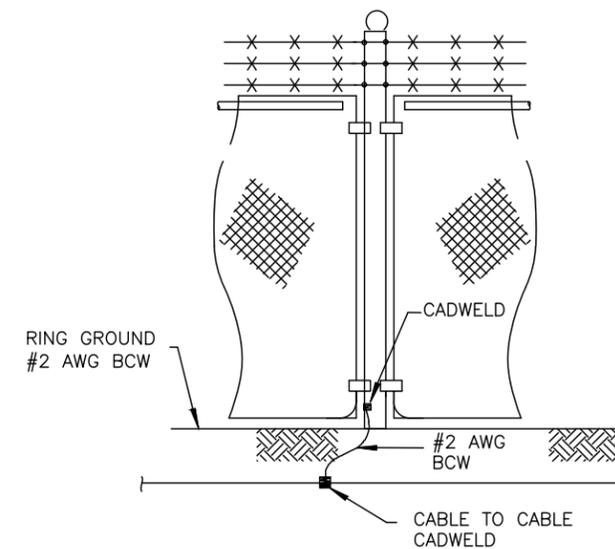
SHEET NUMBER: E1-3	REVISION: 0
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GROUNDING WELL 1
SCALE: N.T.S. E4-1

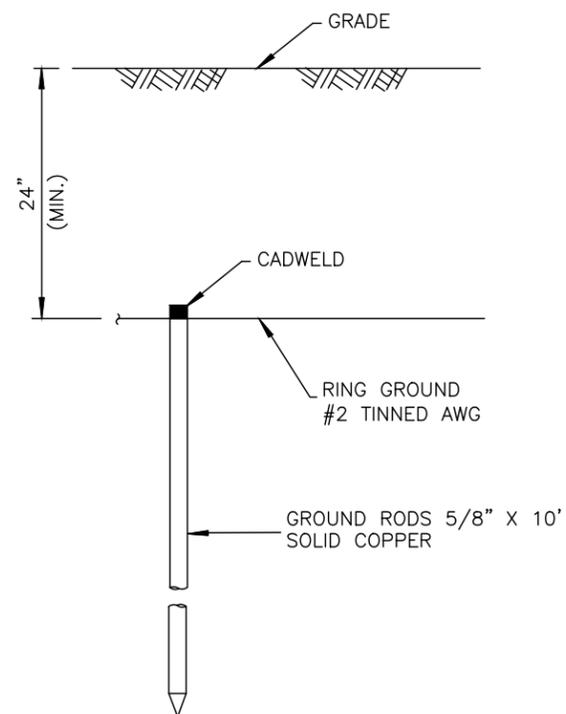


INSTALLATION OF GROUND WIRE TO GROUND BAR 2
SCALE: N.T.S. E4-1

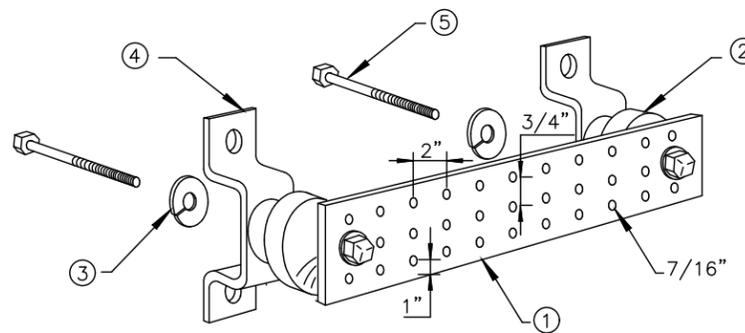


- 1- THE #2 AWG, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST, ABOVE GRADE.
- 2- VERTICAL POST SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM, ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FEET.

FENCE GROUNDING 3
SCALE: N.T.S. E4-1



ROD AND RING GROUNDING 4
SCALE: N.T.S. E4-1



- LEGEND**
- 1- COPPER GROUND BAR, 1/4" X 4" X 20". HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
 - 2- INSULATORS
 - 3- 5/8" LOCKWASHERS
 - 4- WALL MOUNTING BRACKET
 - 5- 5/8-11 X 1" H.H.C.S. BOLTS

GROUND BAR DETAIL 5
SCALE: N.T.S. E4-1



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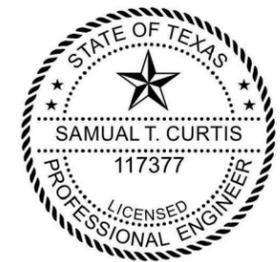


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GROUNDING DETAILS

SHEET NUMBER:	REVISION:
E4-1	0

CONSTRUCTION

GENERAL

General construction, electrical, tower and foundation drawings are interrelated. In performance of the work each contractor must refer to all drawings. Coordination is the responsibility of the general contractor.

SITE WORK

PART 1 - GENERAL

1. Work included: See Site Plan

2. Access road, turnaround areas and sites are constructed to provide a well-drained, easily maintained, even surface for material and equipment deliveries and maintenance personnel access.

3. SEQUENCING

- A. Confirm survey stakes and set elevation stakes prior to any construction.
- B. Grub the complete road (if applicable) and site area prior to foundation construction or placement of backfill or subbase materials.
- C. Construct temporary construction zone along access drive.
- D. Bring the site area to subbase course elevation and bring the access road to base course elevation prior to forming foundation.
- E. Soil stabilizer shall be Mirafi - 500X or equal.
- F. Grade, seed, fertilize and mulch disturbed areas immediately after bringing site and access road to base course elevation.
- G. Remove gravel from temporary construction zone to an authorized area or as directed by the owner's representative.

4. SUBMITTALS

- A. Before construction:
 - i. If landscaping is applicable to contract, submit two copies of the landscape plan under nursery letterhead. If a landscape allowance was included in the contract, provide an itemized listing of proposed costs on nursery letterhead (refer to plans for landscaping requirements).

5. WARRANTY

- A. In addition to the warranty on all construction covered in the contract documents, the contractor shall repair all damage and restore area as close to original condition as possible at site and surroundings.
- B. Disturbed area will reflect growth of new grass cover prior to final inspection.

PART 2 - PRODUCTS

1. MATERIALS

- A. Road and site materials shall conform to DOT specifications fill material - acceptable select fill shall be in accordance with State Department of Highway and Transportation standard specifications and approved by the owner's representative.
- B. Soil stabilizer shall be Mirafi - 500X or equal.

PART 3 - EXECUTION

1. INSPECTIONS

Local building inspectors shall be notified no less than 24 hours in advance of concrete pours, unless otherwise specified by jurisdiction.

2. PREPARATION

- A. Clear trees, brush and debris from site area and access road right-of-way.
- B. Prior to other excavation and construction, grub organic material to a minimum of six (6) inches below grade.
- C. Prior to placement of fill or base materials, roll the soil.
- D. Where unstable soil conditions are encountered, line the areas with stabilizer mat prior to placement of fill or base material.

3. INSTALLATION

- A. The site and turnaround areas shall be at the subbase course elevation prior to forming foundation. Grade or fill the site and access road as required in order that upon distribution of spoils resulting from foundation excavations, the resulting grade will correspond with said subbase course, elevations are to be calculated from finished grades or slopes indicated.
- B. Clear excess spoils, if any, from job site and do not spread beyond the limits of project area unless authorized by the owner's representative and agreed to by landowner.
- C. Bring the access road to base course elevations prior to use to permit construction and observation during construction of the site.
- D. Avoid creating depressions where water may pond.
- E. The contract shall include grading, banking and ditching, unless otherwise indicated.
- F. When improving an existing access road, grade the existing road to remove any organic matter and smooth the surface before placing fill or stone.
- G. Place fill or stone in six inch maximum lifts and compact before placing next lift.
- H. The top surface course shall extend a minimum of six inches beyond the site fence and shall cover the area as indicated.
- I. Apply riprap gravel to the slopes of all fenced areas and parking areas and all other slopes greater than 2:1.
- J. Apply seed, fertilizer and straw cover to all other disturbed areas, ditches, drainage and swales not otherwise ripped.
- K. Apply seed and fertilizer to surface conditions which will encourage rooting. Rake areas to be seeded to even the surface and loosen the soil.
- L. Sow seed in two directions to twice the quantity recommended by the seed producer.

4. PROTECTION

A. Protect seeded areas from erosion by spreading straw to a uniform loose depth of 1 - 2 inches, stake and tie down as required. Use of erosion control mesh or mulch net will be an acceptable alternate.

B. Protect all exposed areas against washouts and soil erosion, place straw bales at the inlet approaches to all new or existing culverts. Where the site or road areas have been elevated immediately adjacent to the rail line, stake erosion control fabric full length in the swale to prevent contamination of the rail ballast.

5. The required structural fill operation to the grades indicated for PCS equipment shelters shall be performed as follows:

- A. The structural fill material shall be placed in lifts not exceeding six inches in loose thickness.
- B. Each layer of structural fill material placed shall be compacted to a minimum of 95% of maximum density obtainable by ASTM compaction test designation D-337-66T for cohesive fill or 75% relative as determined by ASTM D-2049-64T for cohesionless fill, whichever is greater.
- C. The final grade of structural fill for all footings shall be capable of supporting the design soil bearing pressure load of 3,000 lbs. per square foot minimum.

FENCING AND GATE(S)

PART 1 - GENERAL

1. Work included: See plan for location of fence and gate(s).

2. QUALITY ASSURANCE

All steel materials utilized in conjunction with this specification will be galvanized or stainless steel. Weight of zinc coating of the fabric shall not be less than 12 ounces per square foot of material covered. Posts shall be hot-dipped in grade E zube cm 16 ounces per square foot.

3. SEQUENCING

If the site has been brought up to surface course elevation prior to the fence construction, fence post excavation spoils must be controlled to preclude contamination of said surface course.

4. SUBMITTALS

- A. Manufacturer's descriptive literature.
- B. Certificate or statement of compliance with the specifications.

PART 2 - PRODUCTS

1. FENCE MATERIAL

- A. All fabric wire, rails, hardware and other steel materials shall be hot-dipped galvanized.
- B. Fabric shall be six-foot height two-inch chain link mesh of No. 9 gauge wire. The fabric shall have a knuckled finish for the top selvages. Fabric shall conform to the specifications of ASTM A-392 Class 1.
- C. Barbed wire shall be double-strand, 12-1/2 gauge twisted wire strand with 14-gauge, 4-point round barbs spaced on five-inch centers, conforming to ASTM A121 Design # 12-4-5-14R Type 2.
- D. All posts shall be mechanical service pipe and shall be Type 1 ASTM F1083, High Strength (50 Ksi) Schedule 40 pipe, ASTM F1043 Group 1A, and of the following diameter (I.D. per fence industry standards):
 - Line 2 inches
 - Corner 3 inches
 - Gate 4 inches
- E. Gate posts shall be extended 12 inches, including dome cap, to provide for attachment of barbed wire.
- F. All top and brace rails shall be 1-1/2" diameter mechanical service pipe. Frames shall have welded corners.
- G. Gate frame and braces shall be 1-5/8" diameter Schedule 40 mechanical service pipe. Frames shall have welded corners.
- H. Gate frame shall have a full height vertical brace and a full width horizontal brace, secured in place by use of gate brace clamps.
- I. Gate hinges shall be Merchants Metal Model 6-4386-hinge adapter with Model 6-409, 188 degree attachment.
- J. The guide (latch assembly) shall be heavy industrial gate latch. Master Halco #17221.
- K. Latches and stops shall be provided for all gates.
- L. All stops shall have keepers capable of holding the gate leaf in the open position.
- M. A No. 7 gauge zinc coated tension wire shall be used at the bottom of the fabric terminated with bank clips at corner and gateposts, conforming to ASTM A824 Type II.
- N. A six-inch by 1/2-inch diameter eyebolt to hold tension wire shall be placed at the line posts.
- O. Stretcher bars shall be 3/16-inch by 3/4-inch or have equivalent cross-sectional area, and conform to ASTM F626, having a minimum zinc coating of 1.2oz/sq-ft.
- P. All corner gate and panels shall have a 3/8-inch truss rod with turnbuckles.
- Q. All posts except gateposts shall have a combination cap and barbed wire supporting arm. Gateposts shall have a dome cap.
- R. Other hardware includes but may not be limited to the clips, band clips and tension band clips.
- S. Barbed wire gate guards shall be fitted with dome caps.
- T. Barbed wire support arms shall be cast iron with set bolt and lock wire in the arm.
- U. All caps shall be cast steel.
- V. Where the use of concertina has been specified, 24-inch diameter coil barbed tape, stainless steel, cyclone fence model gap to Type III shall be furnished. It shall be supported above the top rail by use of six wire barbed wire arms positioned atop each line/corner post.



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GENERAL NOTES

SHEET NUMBER:	REVISION:
G1-1	0

PART 3 - EXECUTION

1. INSPECTION

To confirm proper depth and diameter of post hole excavations, all post holes will be excavated as per construction documents.

2. INSTALLATION

- A. Foundations shall have a minimum six-inch concrete cover under post.
- B. All fence posts shall be vertically plumb plus/minus one-quarter inch.
- C. At corner posts, gateposts and sides of gate frame, fabric shall be attached with stretcher and tension band-clips at fifteen inch intervals.
- D. At line posts, fabric shall be attached with band-clips at fifteen inch intervals.
- E. Fabric shall be attached to brace rails, tension wire and truss rods with tie clips at two foot intervals.
- F. A maximum gap of two inches will be permitted between the chain link fabric and the final grade.
- G. Gate shall be installed so locks are accessible from both sides.
- H. Gate hinge bolts shall have their threads peened or welded to prevent unauthorized removal.
- I. Concrete to be a minimum of 3,000 psi.

3. PROTECTION

Upon completion of erection, inspect fence material and paint field cuts or galvanizing breaks with zinc-based paint, color to match the galvanized metal.

Applicable Standards:

- ASTM-A120 Specification for pipe, steel black and hot-dipped, zinc coated (galvanized) welded and seamless.
- ASTM-A123 Zinc (hot-dipped galvanized) coated steel chain link fence fabric.
- ASTM-A153 Specification for zinc coating (hot-dip) on iron and steel hardware.
- ASTM-A392 Specification for zinc-coated steel chain link fence fabric.
- ASTM-A431 Specification for aluminum-coated steel chain link fence fabric.
- ASTM-A525 Standard specification for steel sheet zinc coated (galvanized) by the hot-dipped process.
- ASTM-A535 Specification for aluminum coated steel barbed wire.
- ASTM-A570 Specification for hot-rolled carbon steel sheet and strip, structural quality.
- Federal Specification RR-F-191 Fencing Wire and Post Metal (and Gates, Chain Link Fence Fabric and Accessories)

ELECTRICAL

- 1. Contractor shall review the contract documents prior to the ordering of the electrical equipment and starting the actual construction. Contractor shall issue a written notice of all findings to the architect listing any discrepancies or conflicting information.
- 2. Verify exact locations and mounting heights of electrical equipment with owner prior to installation.
- 3. All materials and equipment shall be new and in good working condition when installed and shall be of the best grade and of the same manufacturer throughout for each class or group of equipment. Materials shall be listed "J" where applicable. Materials shall meet with approval of all governing bodies having jurisdiction. Materials shall be manufactured in accordance with applicable standards established by ANSI, NEMA, NSFU and "UL" listed.
- 4. All conduit shall have a pull string.
- 5. Provide Project Manager with one set of complete electrical "As Installed" drawings at the completion of the job showing actual dimensions, routing and circuits.
- 6. The entire electrical installation shall be grounded as required by UBC, NEC and all applicable codes.
- 7. Patch, repair and paint any area that has been damaged in the course of the electrical work.
- 8. Wire and cable conductors shall be copper 600 amp, type THHN or THWN with a minimum size of #2 AWG color-coded. All rectifier drops shall be stranded to accept crimp connectors.
- 9. All chemical ground rods shall be "UL" approved.
- 10. Meter socket amperes, voltage, number of phases shall be as noted on the drawings, manufactured by Milbank or approved equal and shall be utility company approved.
- 11. **CONDUIT**
 - A. Electrical metallic tubing shall have UL label; fitting shall be gland ring compression type.
 - B. Flexible metallic conduit shall have UL listed label and may be used where permitted by code. Fittings shall be "Jake" or "Squeeze" type. All flexible conduits shall have full length ground wire.
 - C. All underground conduit shall be PVC Schedule 40 with UV protection (unless noted otherwise) at a minimum depth of 24" below grade.
- 12. Contractor to coordinate with utility company for connection of temporary and permanent power to the site. The temporary power and all hookup costs are to be paid by the contractor.

13. All electrical equipment shall be labeled with permanent engraved plastic labels with white on blue background lettering (minimum letter height shall be 1/4"). Nameplates shall be fastened with stainless steel screws, not adhesive.

14. GROUNDING ELECTRODE SYSTEM

A. PREPARATION

- i. Surface Preparation:
All connections shall be made to bare metal. All painted surfaces shall be field inspected and modified to ensure proper contact. No washers are allowed between the items being grounded. All connections are to have a non-oxidizing agent applied prior to installation.
- ii. Ground Bar Preparation:
All copper ground bars shall be cleaned, polished and a non-oxidizing agent applied. No fingerprints or discolored copper will be permitted.
- iii. All grounding conductors shall run through seal tight wherever conductors run through walls, floors or ceilings. If conductors must run through EMT, both ends of conduit shall be grounded. Seal both ends of conduit with silicone caulk.

B. GROUND BARS

- i. All ground bars shall be 1/4" thick copper and of size indicated on drawings.

C. EXTERNAL CONNECTIONS

- i. All grounding connections shall be made by the exothermic weld process. Connections shall include all cable, splices, tee's, x's, etc. All cable to ground rods, ground rod splices and lightning protection systems are to be as indicated. All materials used (molds, welding metal, tools, etc.) shall be cadweld and installed per manufacturer's recommended procedures.

D. GROUND RODS

- i. All ground rods shall be 5/8" diameter by 10'-0" long "copperweld" or approved equal of the number and locations indicated.
Ground rods shall be driven full length vertically in undisturbed earth.

E. GROUND CONDUCTORS

- i. All ground conductors shall be standard tinned, solid bare copper, annealed and size indicated on drawings.

F. GROUND RING

- i. The external ground ring encircling the tower (if applicable) and future carrier shall be minimum size of No. 2 AWG solid tinned, bare copper conductor in direct contact with the earth at a depth specified on plan sheets and details. Conductor bends shall have a minimum bending radius of eight inches.
- ii. All external ground rings are to be joined together and all connections must be cadwelded. No lugs or clamps will be accepted.

G. FENCE / GATE

- i. Ground each gatepost, corner post and gate as indicated on drawing. Ground connections to fence posts and all other connections for the ground grid system shall be made by exothermic weld process and installed per manufacturer's recommendations and procedures and sprayed and cold-galvanized paint.



HEMPHILL®
1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200

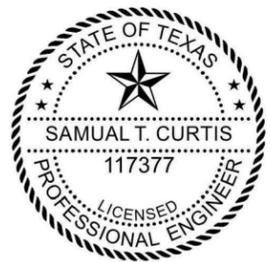


STS (SPECIALTY
TELECOMMUNICATIONS
CONSULTANTS, LLC)
13431 BROADWAY EXT., SUITE 120,
OKLAHOMA CITY, OK 73114

PROJECT NO:	1636
PROJECT NAME:	BARTONVILLE
911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

ISSUED FOR:
APPROVAL

REV	DATE	DESCRIPTION
0	03/16/20	FOR APPROVAL

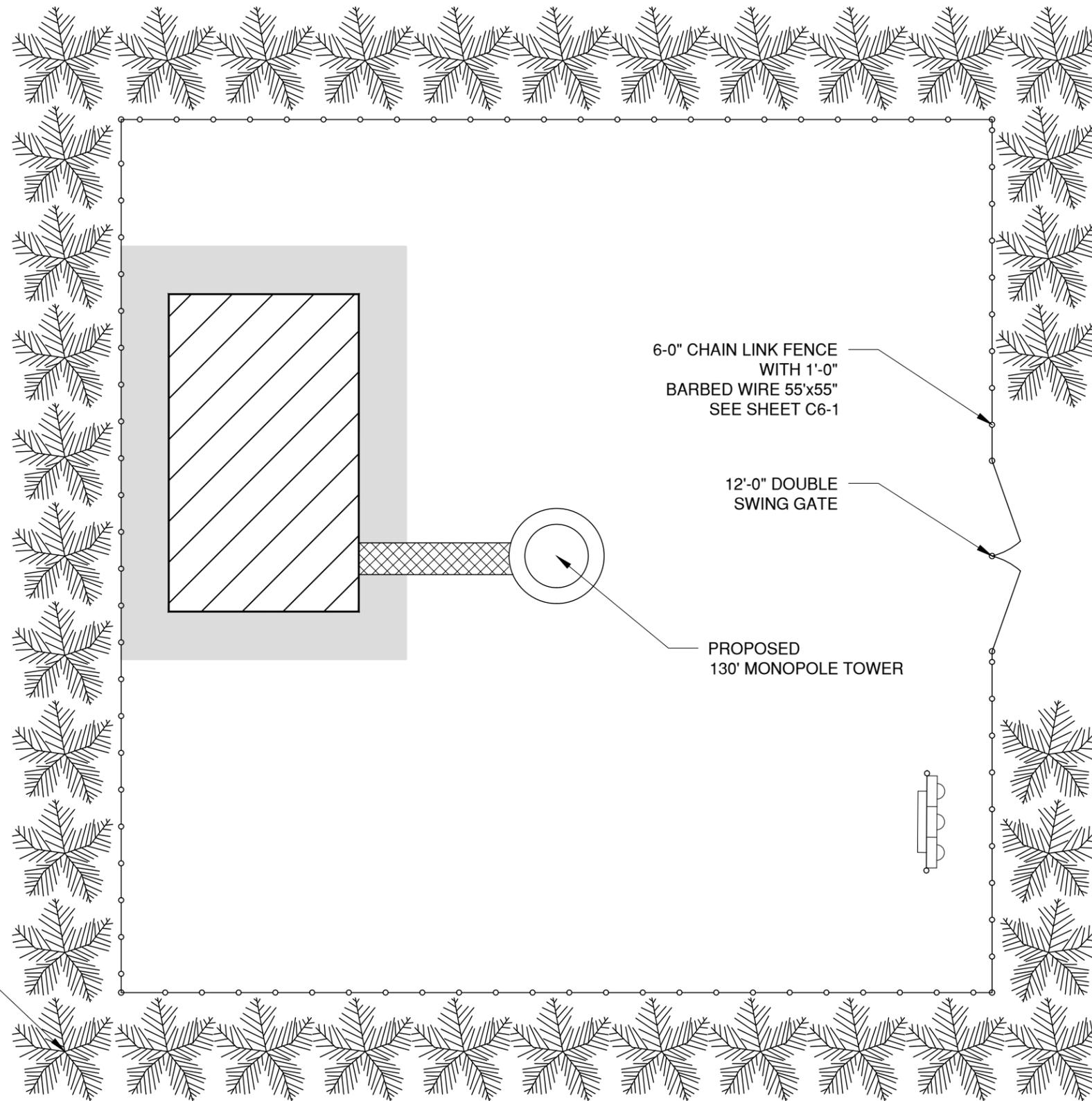


SAMUAL T. CURTIS, P.E.
TEXAS NO. 117377

SCALE
NOT TO SCALE

GENERAL NOTES

SHEET NUMBER:	REVISION:
G1-2	0



NOTES:

1. PROPOSED LANDSCAPING SHALL CONSIST OF A DENSE, OPAQUE EVERGREEN LANDSCAPED SCREEN WITH AN INITIAL PLANTING HEIGHT OF THREE FEET (3'), AND WHICH SHALL ATTAIN AN ULTIMATE HEIGHT OF SIX FEET (6') AT MATURITY. IN ACCORDANCE WITH LOCAL ZONING CODE REQUIREMENTS.
2. SPACING OF EVERGREEN PLANTING TO BE BASED ON SHRUB WIDTH AT MATURITY, AND IN A WAY THAT PROVIDES A CONTINUOUS UNBROKEN SOLID VISUAL SCREEN.

PROPOSED
EVERGREEN SHRUB
LANDSCAPE SCREEN

6'-0" CHAIN LINK FENCE
WITH 1'-0"
BARBED WIRE 55'x55"
SEE SHEET C6-1

12'-0" DOUBLE
SWING GATE

PROPOSED
130' MONOPOLE TOWER



HEMPHILL®
1305 NORTH LOUISVILLE AVE
TULSA, OK 74115
(918) 834-2200

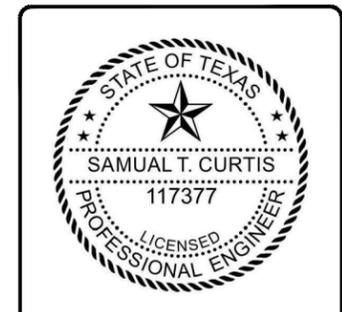


STS (SPECIALTY
TELECOMMUNICATIONS
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REV	DATE	DESCRIPTION
0	03/16/20	FOR APPROVAL



SAMUAL T. CURTIS, P.E.
TEXAS NO. 117377

SCALE
1/8" = 1'-0"

**LANDSCAPING
LAYOUT**

SHEET NUMBER:	REVISION:
L1-1	0

Site Name: Bartonville
Site No.: 1636



HEMPHILL

Land Option and Lease Agreement

This instrument Prepared by:
Hemphill, LLC
1305 N Louisville Ave
Tulsa, OK 74115

THIS AGREEMENT, made this 1st day of October, 2019 between **First Church of the Nazarene** with an address of 2200 E. Jeter Road, Bartonville, Texas 76226, hereinafter designated "Landlord", whether one or more, and HEMPHILL, LLC, an Oklahoma limited liability company, with an address of 1305 N. Louisville Avenue, Tulsa, OK 74115, hereinafter designated "Tenant".

WITNESSETH:

WHEREAS Landlord is the owner of certain real property ("Property") located in **Denton County, Texas**, which Property is more particularly described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS Tenant desires to obtain an option to lease a portion of said Property containing approximately **4,225** square feet (**65' x 65'**) (the "Land"), together with an easement appurtenant thereto (the "Easement") as specified in the Paragraph below entitled Lease and Easement, of the "Lease Agreement" below (the "Lease") (said Land and Easement being hereinafter called the "Leased Premises"). The Leased Premises is more specifically described herein in Exhibit "B" and as shown and delineated as the highlighted and/or cross-hatched area on Exhibit "B" attached hereto and made a part hereof, and

WHEREAS, Landlord desires to grant Tenant an option to lease the Leased Premises.

NOW, THEREFORE, in consideration of the sum of [REDACTED] to be paid by Tenant to Landlord, which Tenant will provide upon its execution of this Agreement, Landlord hereby grants to Tenant the right and option to lease said Leased Premises pursuant to the Lease set forth below in accordance with the covenants and conditions set forth herein (the "Option").

1. The Option may be exercised at any time on or prior to September 30, 2021.
2. At Tenant's election, and upon Tenant's prior written notification to Landlord, the time during which the Option may be exercised may be further extended until September 30, 2023, with an additional payment of [REDACTED] by Tenant to Landlord for the Option period so extended. The time during which the Option may be exercised may be further extended by mutual agreement in writing. If during said Option period, or if the Option is exercised during the term of the lease, Landlord decides

to subdivide, sell, or change the status of the Leased Premises or Landlord's Property contiguous thereto, Landlord shall immediately notify Tenant in writing so that Tenant can take steps necessary to protect Tenant's interest in the Leased Premises.

3. Landlord will receive a one-time signing bonus of [REDACTED] upon full execution of the Lease Agreement by Tenant.

4. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no unrecorded leases, liens, judgments, easements, encumbrances, restrictions or other impediments of title on the Leased Premises.

5. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant, , provided such assignee assumes the obligations of Tenant hereunder and shall be bound by the terms of this Agreement.

6. Neither Landlord nor Tenant shall be held liable for, or bound by, any statement, agreement or understanding not expressed in this Option.

7. Landlord and Tenant understand and agree that from the date of this Option, the Tenant, its successors or assigns, has the right and privilege to enter upon the Leased Premises for the purpose of examining, drilling, surveying and conducting scientific studies, including, but not limited to, environmental and archaeological studies and borings, soil tests, inspections and such other tests and investigations and activities of a similar nature, on or below the ground surface with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant.

8. In the event Tenant does not exercise this Option on or before the expiration date or any extension thereof, then this Option shall become void and of no effect and all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and Landlord shall retain all Option Money, and no additional money shall be payable by either party to the other.

9. During the Option Period, Landlord shall cooperate with Tenant in accordance with the provisions of the Paragraph below entitled Title Insurance (which shall be obtained by Tenant at Tenant's expense) and Tenant shall be bound by the provisions contained in Paragraphs below entitled Liability and Indemnity and Environmental Indemnity.

10. Notice of Tenant's exercise of the Option shall be given by Tenant to Landlord in writing in the manner described in the Paragraph below entitled Notices; provided, however, that notwithstanding any provision to the contrary contained in said Notices Paragraph, the

exercise of the Option shall be effective on the date set forth in the notice on which date the following Lease shall become effective ("Commencement Date"):

LEASE AGREEMENT

1. **Lease and Easement.** Landlord hereby leases to Tenant the Land described above, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day on foot or motor vehicle, including trucks, and for the installation and maintenance of utility (including communications) wires, cables, conduits, pipes, lines and similar facilities together with any and all appurtenances and attachments thereto, over, under or along a forty-foot right-of-way extending from the nearest public right-of-way on East Jeter Road to the Land, which also includes a 20' x 20' turnaround area, the Easement. Except in the case of an emergency or other exigent circumstances, Tenant shall use commercially reasonable efforts to limit access to the Premises on the weekdays of Wednesday and Sunday. Tenant shall repair any damage to the Property caused by Tenant's access to the Premises. Landlord, at no cost to Landlord, shall cooperate with Tenant in its efforts to obtain utility services along said Easement by signing such documents or agreements as may be required by said utility companies.

2. **Right to Survey.** Landlord also hereby grants to Tenant the right to survey said Leased Premises, and the survey and legal description on said survey shall then become Exhibit "C", which shall be made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Landlord grants Tenant the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by Tenant to be relevant and pertinent, as such information relates to Landlord's real property, leased or otherwise abutting or surrounding the Leased Premises. Cost for such work shall be borne by Tenant.

3. **Initial Term and Rent.** This Lease shall be for an initial term of five (5) years (the "Initial Term"), beginning on the Commencement Date, at a monthly rental of [REDACTED], which shall be due and payable on the 1st day of each month (the "Rental"). The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which Tenant allows a third party any use of the Leased Premises for collocation, whether it be by formal sublease, license or other agreement and whether or not and to whatever extent such Sublessee uses the Leased Premises. All rights and responsibilities of Tenant set forth in this Lease shall be enjoyed by and binding on any Sublessee.

4. **Extension Term, Rent and Payment.**
 - (a) **Extension Term.** Tenant shall have the option to extend this Lease for nine (9) additional five (5) year terms (each an "Extension Term"). Unless Tenant shall have given to Landlord written notice of its election not to renew this Lease on or before three (3) months prior to the expiration of the Initial Term or, if applicable, the then existing Extension Term, this Lease shall automatically be extended for the next Extension Term. In the event that

Site Name: Bartonville
Site No.: 1636

Tenant so notifies Landlord of its election not to extend, this Lease shall terminate at the expiration of the Initial Term or, if applicable, the then existing Extension Term.

(b) Rent. The annual rent for each five (5) year extension term, including any additional extensions, shall be increased by [REDACTED]

(c) Payment. Tenant shall pay rent at the rates set forth above beginning on the Commencement Date and on the 1st day of each month thereafter, during the Initial Term and any subsequent Extension Term(s). Rental for any partial month shall be prorated. Tenant shall make such payment to the address set forth below, or to such other address as Landlord shall, from time to time, designate by written notice:

*First Church of the Nazarene
2200 E. Jeter Road
Bartonville, Texas 76226
Attn: Senior Pastor*

5. Holdover. If at the end of the Ninth (9th) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the Ninth (9th) Extension Term. During this period, Rent shall continue to be increased by [REDACTED]

6. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto, including a building or buildings to shelter telecommunications equipment and related office space, a free standing antenna structure of sufficient height now or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Leased Premises (not including the access easement) ("Tenant's Facilities"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction and installation of Tenant's Facilities. Except in the case of an emergency or other exigent circumstances, Tenant shall use commercially reasonable efforts to schedule the construction and installation, or any repair, replacement, modification, or alteration of the Tenant's Facilities to periods that do not conflict with Landlord's service hours or during Landlord's outside events (e.g., Easter egg Hunt, Christmas Tree Walk, or future sporting events). In the event

Tenant determines it is necessary to use the adjoining and adjacent land for the purposes of operational or maintenance needs (but not for storage or any ongoing purposes), Landlord shall grant Tenant reasonable temporary use of adjoining and adjacent land to satisfy such operational or maintenance needs. Tenant will maintain the Leased Premises

In a reasonable condition, free of debris. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon its obtaining after the Commencement Date of this Lease, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord, at no cost to Landlord, shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would knowingly adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased Premises as required for the use intended by Tenant, provided that Tenant shall be responsible for the compliance of the Tenant Facilities with any applicable zoning, permitting or other authorizations. . Tenant will perform all other acts and bear expenses associated with the rezoning procedure. Landlord agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority (through no fault of Tenant) or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with the Paragraph below entitled Notices. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, except that Tenant shall repair any damage to the Property caused by Tenant.

7. **Liability and Indemnity.** Each party shall hold harmless and indemnify the other party against and from any loss, injury, death, act of God, failure or damage to persons or property which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This Paragraph shall survive the expiration, assignment or termination of this Lease.

8. **Insurance.** Tenant agrees to acquire and maintain during the term of this Lease:

(a) Commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence.

(b) Worker's Compensation coverage in compliance with Federal and/or State laws and Employer's Liability with a minimum limit of \$1,000,000 per occurrence.

(c) Business Auto Liability covering autos of the Tenant, including owned, hired and non-owned autos, for Bodily Injury and Property Damage with a combined single limit of \$2,000,000 each Occurrence.

Such insurance may be furnished under a "primary" policy, an "umbrella" policy, or a combination of policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises provided that all of the foregoing requirements are satisfied. Tenant shall name the Landlord as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Landlord with a certificate of insurance annually.

9. **Taxes.** Tenant will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Tenant shall reimburse Landlord as additional rent for any increase in real estate taxes levied against the Leased Premises which are directly attributable to Tenant's Facilities and are not separately levied or assessed against Tenant's Facilities by the taxing authorities.

10. **Default and Right To Cure.** The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay ; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default by Tenant will be excused if such delay is due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

11. **Termination by Tenant for Convenience.** Tenant may terminate this Lease, for any cause whatsoever, by giving thirty (30) days' advance, written notice; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's purposes (as determined in Tenant's sole discretion) Tenant may terminate this Lease immediately. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other,

provided, however, that Tenant shall repair any damage to the Property caused by Tenant.

12. **Removal of Tenant's Facilities.** Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have ninety (90) days within which to vacate the Leased Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. The Tenant shall pay full rent during the ninety (90) day vacate period to the Landlord. In the event Tenant shall not remove its improvements within the ninety (90) day time period as set forth herein all such improvements shall become the property of Landlord. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Tenant shall not be liable to Landlord for any damages to Landlord's Property relating to such removal, except as provided herein.. At Landlord's option when this Lease is terminated and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence to become property of Landlord. If such time for removal causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.

13. **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.

14. **Sale of Property.** Should Landlord, at any time during the term of this Lease, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

15. **Covenant of Quiet Enjoyment.** Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Lease to be kept, observed and performed by Tenant, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises, for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.

16. **Covenant of Title.** Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord

Site Name: Bartonville
Site No.: 1636

further covenants that there are no unrecorded leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit "D" hereto.

17. **Assignment.** This Lease may be assigned or transferred at any time with thirty (30) days' notice to Landlord by Tenant to any party, or at any time without notice to any present or future affiliate of Tenant, and upon any such assignment and assumption by such assignee of Tenant's obligations hereunder, Tenant shall thereby be released of all obligations under this Lease. Tenant may sublease any portion of the Leased Premises for any purposes consistent with the provisions of the above Paragraph of this Lease entitled Tenant's Facilities; provided, however, that no such sublease shall relieve Tenant of its obligations under this Lease.

18. **Notices.** Except for the notice provided to Landlord by Tenant exercising the Option, all notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: First Church of the Nazarene
2200 E. Jeter Road
Bartonville, Texas 76226
Attn: Senior Pastor
Ph: 817-224-9200

Tenant: Hemphill, LLC
1305 N. Louisville Avenue
Tulsa, OK 74115

19. **Binding Agreement.** This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

20. **Subordination.** At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Lease. Tenant shall execute in a timely manner such

instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than thirty (30) days after this Lease is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage in a form acceptable to Landlord's lender.

21. **Condemnation.** If the whole of the Leased Premises or such portion thereof as will, in Tenant's sole judgment, make the Leased Premises unusable for the purposes herein leased, or is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by such public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation of any eminent domain proceeding for the taking of Tenant's leasehold interest hereunder.

22. **Tenant's Tower.** Tenant, at Tenant's option, may erect a , a self-supporting tower or a monopole suitable for its proposed use.

Upon completion of a survey, if it is determined that any portion of the Leased Premises are located within other property not described in Exhibit "A" of this Lease but within other property owned by Landlord, Landlord and Tenant agree that the description of the other property may be added to and made a part of this Lease as "Attachment 1" to Exhibit "A".

23. **Compliance by Tenant.** Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises.

24. **Interference.**

(a) Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.

(b) In the event that Landlord enters into lease or license agreements in the future with others for the larger parcel upon which the Leased Premises is situated, for the placement of other communications facilities, then Landlord agrees such leases or license agreements shall include the following provisions:

(i) That such lessees or licensees will install equipment of types and radio frequencies that will not cause interference to Tenant's communications

operations being conducted from the Leased Premises;

(ii) that if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference;

(iii) that if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected and eliminated; and

(iv) that if such interference is not completely corrected and eliminated within thirty (30) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's antennas and equipment from the larger parcel upon which the Leased Premises is situated.

25. **Utilities.** Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises.

26. **Environmental Indemnity.** Landlord shall hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any violation by Landlord or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*). Tenant shall hold Landlord harmless from and indemnify Landlord from and against any damage, loss, expense or liability resulting from any violation by Tenant or its agents, invitees or contractors of any federal, state or local environmental statute or other law. The obligations under this Paragraph shall survive the termination or expiration of this Lease.

27. **Tenant's Rights.** Landlord grants that Tenant has the following rights:

A. Twenty-four (24) hour, seven (7) day a week right of ingress and egress to said guy anchors for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's Facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant.

B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's Facilities or the tower's guy wires.

28. **Title Insurance.** Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord, at Tenant's expense, shall cooperate with Tenant's efforts to

obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Tenant's option, should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide the non-disturbance instrument(s) as noted in the above Paragraph of this Lease entitled Subordination, Tenant may withhold and accrue the monthly rental until such time as the requested documents and instruments are received.

29. **Partial Invalidity.** If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.

30. **Non-Waiver.** Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

31. **Additional Provisions.** In addition to the terms and conditions set forth in the body of this Lease, this Lease and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit "E" attached hereto and by reference made a part hereof.

32. **Memorandum of Lease.** This Lease or a memorandum hereof may be recorded at the expense of Tenant with property records of Denton County. Landlord agrees to, upon request of Tenant, execute any appropriate memorandum of this Lease prepared by Tenant at Tenant's expense.

33. **Captions Not Controlling.** Paragraph, captions or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

34. **Brokerage Commissions and Fees.** Tenant and Landlord understand and agree that if either has hired, either verbally or in writing, a broker, realtor, finder or other person to act on behalf of, represent or otherwise assist either of them in connection with this Lease or the transactions contemplated by this Lease, any commissions or fees due or claimed to be due by such broker, realtor, finder or other person shall be the sole responsibility of the party that hired such broker, realtor, finder or other person. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all commissions, fees, costs, expenses, damages, or liability arising out of any claim against the indemnified party by any such broker, realtor, finder or other person hired by the indemnifying party.

35. **Incorporation of Exhibits.** The Exhibits referenced in and attached to this Lease shall be deemed an integral part hereof to the same extent as if written at length herein.

Site Name: Bartonville
Site No.: 1636

36. **Duplicate Originals.** Duplicate originals of this Lease shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

37. **Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of **Texas and in the county of Denton.**

38. **Entire Agreement.** It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LANDLORD:
First Church of the Nazarene

WITNESS TO LANDLORD

By: Calvary Callender

Jessica Marr
JESSICA MARR

Print: Calvary Callender

Title: pastor

Print Name

Date: 11-17-19

LANDLORD NOTARY

STATE OF Texas

COUNTY OF Denton

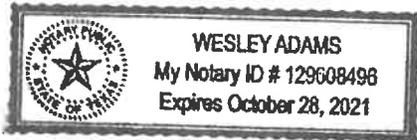
I, Wesley Adams a notary public in and for said county in said state, hereby certify that Calvary Callender whose name as Pastor of Church Community, a Church/Corporation (the "Landlord") is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 17th day of November, 2019.

(Notarial Seal)

Notary Public: Wesley Adams

My Commission Expires: 10/28/2021



LANDLORD:
First Church of the Nazarene

By: Calvary Callender
Print: Calvary Callender
Title: pastor
Date: 11-17-19

WITNESS TO LANDLORD

Jessica Mark
Jessica Mark
Print Name

LANDLORD NOTARY

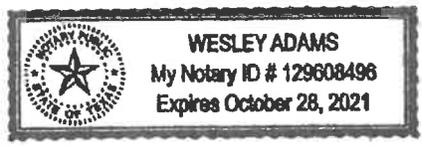
STATE OF Texas
COUNTY OF Denton

I, Wesley Adams, a notary public in and for said county in said state, hereby certify that Calvary Callender whose name as Pastor of Lantana Community, a church/corporation (the "Landlord") is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 17th day of November, 2019.

(Notarial Seal)

Notary Public: Wesley Adams
My Commission Expires: 10/28/2021



TENANT:
Hemphill, LLC

WITNESS TO TENANT

Matt Kline
Matt Kline
Print Name

By: John R. Hemphill
Print: John R. Hemphill
Title: President
Date: 11-19-19

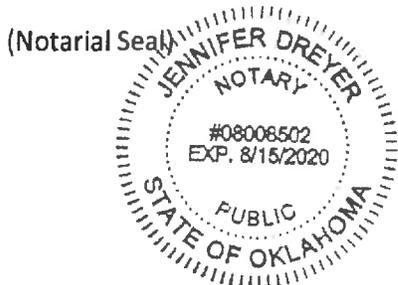
TENANT NOTARY

STATE OF OKLAHOMA

COUNTY OF TULSA

I, Jennifer Dreyer a notary public in and for said county in said state, hereby certify that **John R. Hemphill**, whose name as **President of HEMPHILL, LLC**, an Oklahoma Limited Liability Company, (the "Tenant"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of November, 2019.



Notary Public: Jennifer Dreyer

My Commission Expires: 8-15-20

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY WITH DEED

4772 02543

GF #00830484 SWLT(KCooper) FF: \$35.09

WARRANTY DEED WITH VENDOR'S LIEN

(Vendor's Lien Reserved to Thrd Party Lender)

STATE OF TEXAS)
COUNTY OF DENTON) KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Crossroads Bible Church, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of One Million Four Hundred Thousand and 00/100 (\$ 1,400,000.00) , payable to the order of Inwood National Bank, ("Lender") as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Gary L. Tipton, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto, First Church of The Nazarene, herein referred to as "Grantee", whether one or more, the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of DENTON County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

THAT Lender, at the instance and request of the Grantee herein, having respectively advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, a Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender, and the same is hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

EXECUTED this 31 day of January, 2001

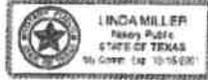
Grantee's Address:

William Owen Lyon, Trustee
Crossroads Bible Church
Gene Colley, Trustee

GF # 00030464

THE STATE OF TEXAS)
COUNTY OF DENTON)

The foregoing instrument was acknowledged before me on this 31 day of January
2001, by Crossroads Bible Church.



Linda Miller
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY
Linda Miller

MY COMMISSION EXPIRES:

10/15/2001

After Recording Return To:
First Church of The Nazarene

9099 E. FM 407
Bartonsville, TX

4772 02545

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A CONTINUED

G.F. Number: 00030464

4. Legal description of the land:

Being Lots 2 and 3 of Kincaid Subdivision, an Addition to the Town of Bartonsville, Denton County, Texas, according to the plat thereof recorded in Cabinet C, Page 129 of the Plat Records of Denton County, Texas.

Filed for Record in
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Feb 03 2001
At 3:33pm

Receipt #: 6336
Recording: 9.00
Doc/Inst: 6.00
Doc/Num: 2001-00012221
Doc/Type: MD
Deputy - Jane

EXHIBIT "B"

LEASED PREMISES
ATTACHED

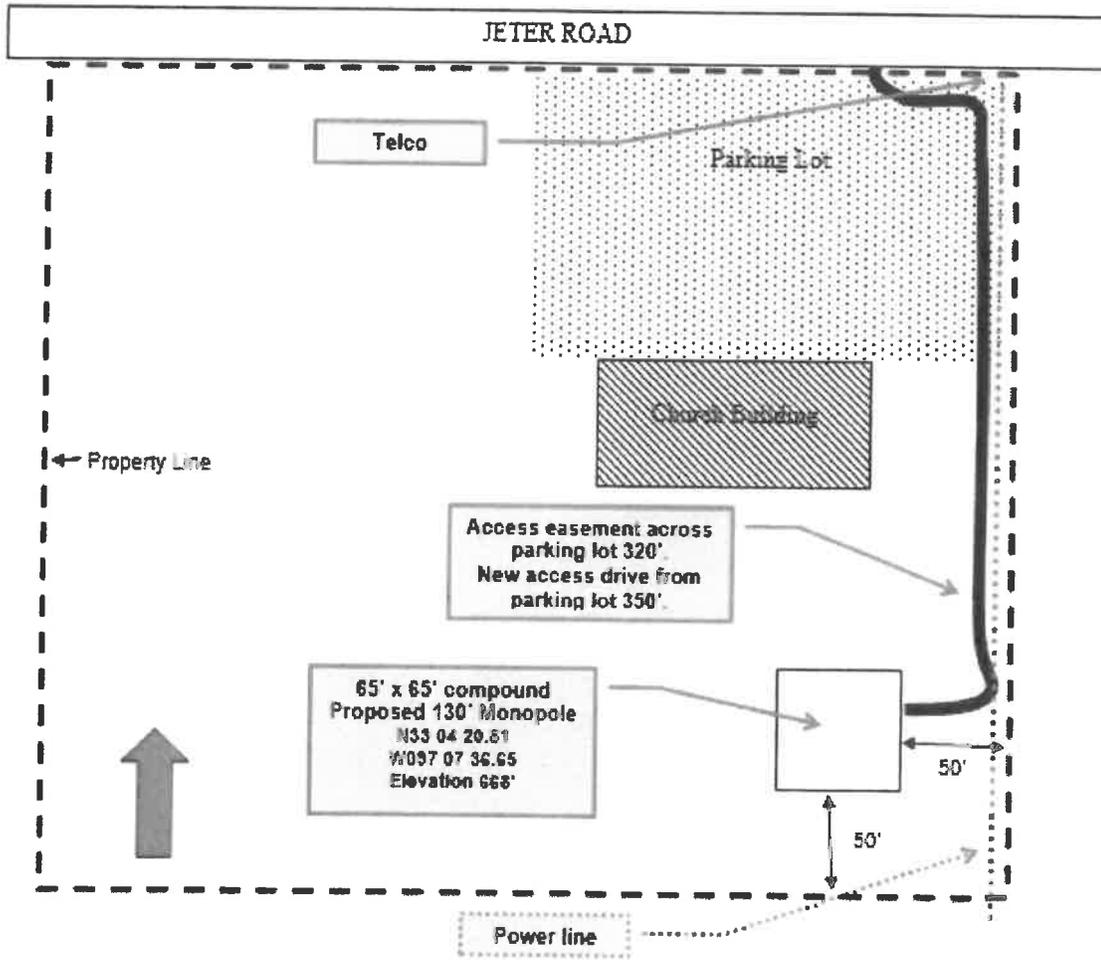


EXHIBIT "C"

SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES ATTACHED

EXHIBIT "D"

PERMITTED EXCEPTIONS

(If none, so state.)

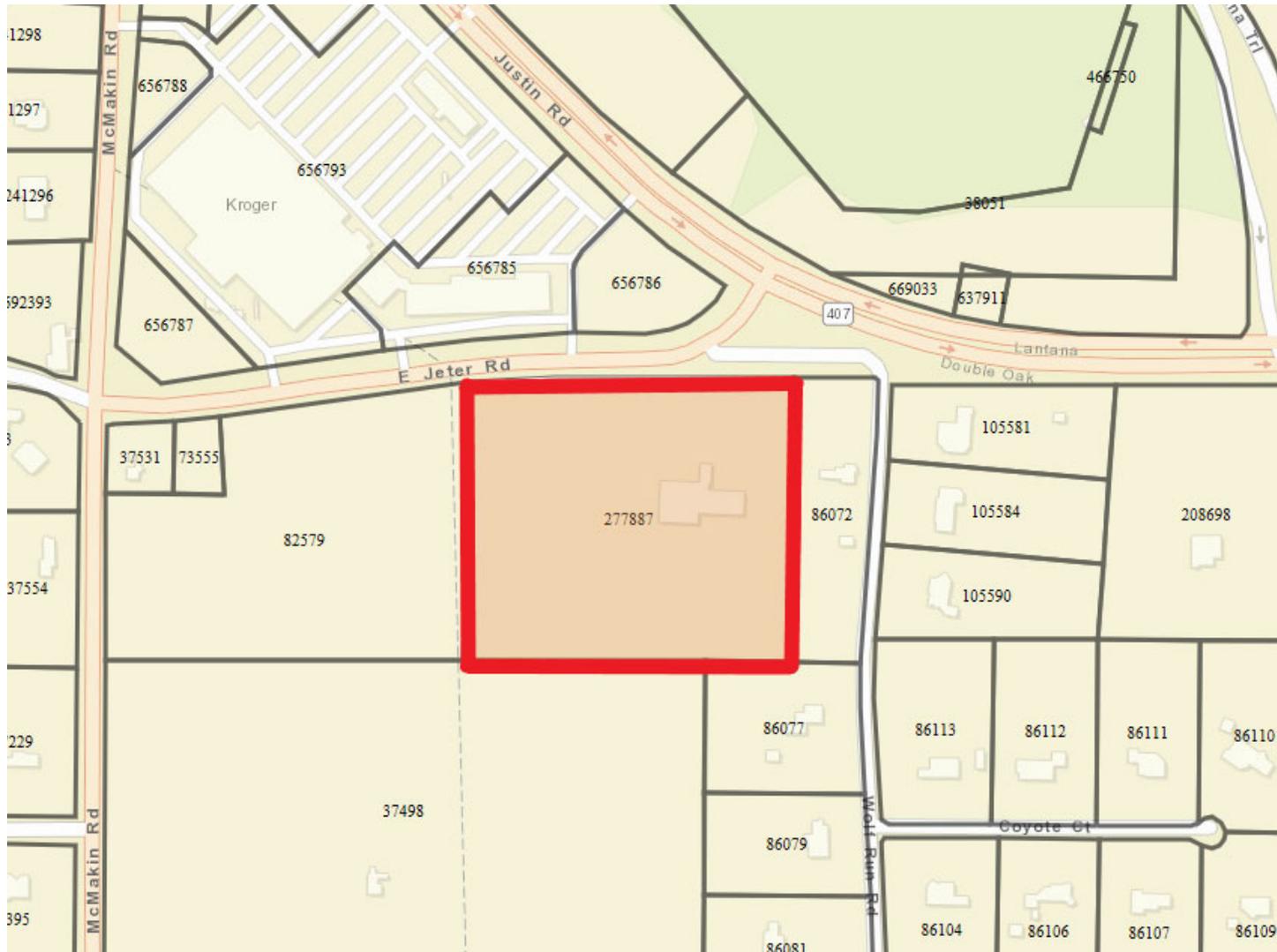
By agreement of the Parties, this Exhibit to be incorporated herein upon Tenant's completion of a title examination of the Leased Premises.

EXHIBIT "E"

ANY ADDITIONAL TERMS AND CONDITIONS

(If None please state "None")

LOCATION MAP



Notice of Public Hearings for Requests for the Following: Variance, Change of Zoning Designation, Conditional Use Permit, and Site Plan located at 2200 E. Jeter Rd, Bartonville, Texas. Identified by the Denton Central Appraisal District as Property ID: 277887.



August 21, 2020

Property Owner
Address

RE: Notice of Public Hearings for Requests for the Following: Variance, Change of Zoning Designation, Conditional Use Permit, and Site Plan located at 2200 E. Jeter Rd, Bartonville, Texas. Identified by the Denton Central Appraisal District as Property ID: 277887.

Dear Property Owner,

In accordance with state and local zoning laws, all owners of land within two hundred feet of any property being considered for a conditional use permit must be afforded an opportunity to address the subject at a public hearing held for this purpose.

Per the Denton County Appraisal District records, you own property (Property ID #) within two hundred feet (200') of the property described above. The owner for this property has made applications for the following:

- A variance from the minimum zoning districts rear setback requirements set forth in Chapter 30, Zoning Regulations, Exhibit "A," Chart 4.2 Area Standards for Residential Lots and Chart 4.4 Area Standards for Nonresidential Lots to allow for the construction and continued placement of a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound approximately fifty (50) feet off of the rear property line, being less than the required setback for the additional height structure, being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas.
- An Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Kincade Lot 2R, Block A, approximately 10.09 acres, from Agriculture District (AG) to Public/Semi-Public (P/SP). The tract of land is located at 2200 E. Jeter Road, Bartonville, Texas.
- An Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, by amending, Chapter 5, Article 5.2 Uses Permitted, for the Town of Bartonville, by granting a Conditional Use Permit to allow for a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound located at 2200 E. Jeter Road, Bartonville, Texas. The property to be considered for the

Conditional Use Permit is the same property for which the zoning change from Agriculture (AG) to Public/Semi-Public (P/SP) is being requested.

- A Site Plan for Hemphill, LLC being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas.

You are hereby notified that the Bartonville Zoning Board of Adjustment will conduct a public hearing regarding a variance for the subject property which may be of interest to you as follows:

Bartonville Zoning Board of Adjustment Public Hearing

Date/Time: Wednesday, September 2, 2020 at 6:00 p.m.

Location Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/85012823668?pwd=dTFMbla4YkFIRVlrQmlLcDZBeER6dz09>

or www.zoom.com, join meeting and use the following ID and Password

Meeting ID: 850 1282 3668 **Password:** 179636

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID 850 1282 3668, **Passcode** 179636

You are hereby notified that the Bartonville Planning and Zoning Commission and Bartonville Town Council will conduct two public hearings regarding a Change of Zoning Designation, Conditional Use Permit, and Site Plan for the subject property which may be of interest to you as follows:

Bartonville Planning and Zoning Commission Public Hearing

Date/Time: Wednesday, September 2, 2020 at 7:00 p.m.

Location Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/84978854089?pwd=TzZSeVpRMDhyQXRbclVFRzh3ZCtBUT09>

or www.zoom.com, join meeting and use the following ID and Password

Meeting ID: 849 7885 4089 **Password:** 425353

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID 849 7885 4089, **Passcode** 425353

Bartonville Town Council Public Hearing

Date/Time: Tuesday, September 15, 2020 at 7:00 p.m.

Location: Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/83055990739?pwd=N1VpbGVpS0tOZIN5OVB2VTVmaDZSZz09>

or www.zoom.com, join meeting and use the following ID and Password

Meeting ID: 830 5599 0739 **Password:** 945502

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID: 830 5599 0739, **Password:** 945502

Should you have any questions regarding this matter, please feel free to contact me at 817.693.5280.

Sincerely,



Sylvia Ordeman
Town Administrator

Enclosure: Location Map

Name	Address	City, State, ZIP	Property ID
LONGEWAY, KENNETH & LORI	190 WOLF RUN RD	BARTONVILLE, TX 76226	86072
SANTAYANA, CARLOS & MARIA	258 WOLF RUN RD	BARTONVILLE, TX 76226	86077
WACKER, LINDA IRENE REVOCABLE TRUST	PO BOX 834	AUBREY, TX 76227	37498
MCKIN TEN ACRE LLC	114 W CARRUTH LN	LEWISVILLE, TX 75077	82579
WOODALL, LARRY & NANCY	153 WOLF RUN RD	BARTONVILLE, TX 76226	105584
HUHAK, JAMES S	203 WOLF RUN RD	BARTONVILLE, TX 76226	105590
SMITH, RICHARD E & LAURA L	185 COYOTE CT	BARTONVILLE, TX 76226	86113
A-S 114 LANTANA TOWN CENTER LP	8827 W SAM HOUSTON PKWY N STE 200	HOUSTON, TX 77040	656785
A-S 114 LANTANA TOWN CENTER LP	8827 W SAM HOUSTON PKWY N STE 200	HOUSTON, TX 77040	656786
KROGER TEXAS LP	751 FREEPORT PKWY	COPPELL, TX 75019	656793
FIRST CHURCH NAZARENE	2200 E JETER RD	BARTONVILLE, TX 76226	277887

DENTON RECORD-CHRONICLE
P.O. BOX 369
DENTON TX 76202
(940)566-6800

ORDER CONFIRMATION (CONTINUED)

Salesperson: Legals Denton

Printed at 07/16/20 13:51 by plaga-dm

Acct #: 232

Ad #: 28522

Status: New

TOWN OF BARTONVILLE

The Board of Adjustment for the Town of Bartonville, Texas, will conduct a public hearing at 6:00 p.m. on Wednesday, August 5, 2020 at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas AND via teleconference/video due to COVID-19, the public may offer public comment by calling 877-853-5257, Meeting ID 845 3566 4042, Passcode 145123, to hear public comment and consider a request for a variance from the minimum zoning districts rear setback requirements set forth in Chapter 30, Zoning Regulations, Exhibit "A," Chart 4.2 Area Standards for Residential Lots and Chart 4.4 Area Standards for Nonresidential Lots to allow for the construction and continued placement of a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound approximately fifty (50) feet off of the rear property line, being less than the required setback for the additional height structure, being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property to be considered for the variance is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. All interested parties are encouraged to attend.

drc 07/18/2020