

M E M O R A N D U M

DATE: November 27, 2017
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2018-0054-SPHX – Appeal Period Expired

The appeal period for the above-referenced case expired on November 22, 2017. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: / Case File
Office of Administrative Hearings

**IN RE: PETITIONS FOR SPECIAL HEARING *
AND SPECIAL EXCEPTION**

(730 Wampler Road) *
15th Election District *
6th Council District *
MD Transportation Authority, Lodge 34 *
Of Fraternal Order of Police *
Legal Owner *
Prime Tower Development, LLC *
Lessee *
Petitioners *

BEFORE THE
OFFICE OF
ADMINISTRATIVE HEARINGS
FOR BALTIMORE COUNTY
Case No. 2018-0054-SPHX

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of Petitions for Special Hearing and Special Exception filed on behalf of MD Transportation Authority, Lodge 34 of Fraternal Order of Police (FOP), legal owner and Prime Tower Development, LLC, lessee ("Petitioners"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R") to amend a special exception granted in Case No. 1975-0233-SPHX to exclude area for new telecommunications facility from original SPHX approval. A Petition for Special Exception was filed to permit a new telecommunications facility with a 107 ft. tall monopole on a portion of the property.

John Behnke and Tim Schindler attended the public hearing in support of the requests. Greg Rapisarda, Esq. represented the Petitioners. There were no protestants or interested citizens in attendance. The Petition was advertised as required by the Baltimore County Zoning Regulations. No substantive Zoning Advisory Committee (ZAC) comments were received from any of the reviewing county agencies.

The subject property is approximately 8.86 acres in size and is zoned DR 2. In 1975, the FOP was granted a special exception to operate their union hall (i.e., a "community building" in

ORDER RECEIVED FOR FILING

Date 10/23/17
By Sen

zoning parlance) on the property. This case concerns a 2,500 sq. ft. area of the site, which would contain a telecommunications tower within a fenced enclosure. Petitioners submitted a five-sheet site plan which was marked and admitted as Exhibit 1.

The plan contains additional information and detail concerning the precise location on the site of the tower and fenced enclosure, which will contain certain equipment used in conjunction with the tower. As shown on the plan the enclosure and tower will accommodate at least three carriers/providers, and all setback requirements will be satisfied. At its June 27, 2017 public meeting, the County's Tower Review Committee conditionally approved, by unanimous decision, Petitioners' request to construct the 107-ft. tall tower. Petitioners sent via priority mail with confirmed delivery explanatory letters and a copy of the site plan to both the Windlass Run Improvement Association and Essex Middle River Civic Council. Neither association responded to the correspondence or filed with the OAH an objection to the requests.

SPECIAL HEARING

As noted above, the special hearing request seeks to amend the site plan submitted in connection with a 1975 zoning case. In that case, the property owner (one of the Petitioners herein) obtained a special exception which permitted the construction of a community building on the subject property, which is used to host police union activities. Presumably the entire 8.86 acre site was considered the special exception area, and counsel explained the special hearing request would in essence remove therefrom a 2,500 sq. ft. area in which the tower and enclosure would be located. This is a reasonable request and will prevent a scenario where there are overlapping special exceptions, which is arguably prohibited by B.C.Z.R. §102.2.

ORDER RECEIVED FOR FILING

Date

10/23/17

By

Sen

SPECIAL EXCEPTION

Under Maryland law, a special exception use enjoys a presumption that it is in the interest of the general welfare, and therefore, valid. *Schultz v. Pritts*, 291 Md. 1 (1981). The *Schultz* standard was revisited in *Attar v. DMS Tollgate, LLC*, 451 Md. 272, (2017), where the court of appeals discussed the nature of the evidentiary presumption in special exception cases. The court again emphasized a special exception is properly denied only when there are facts and circumstances showing that the adverse impacts of the use at the particular location in question would be above and beyond those inherently associated with the special exception use.

Here, Mr. Behnke testified via proffer that Petitioners satisfied each of the requirements set forth at B.C.Z.R. §§ 426 & 502.1, and no evidence was offered in opposition to that testimony. As such, and being mindful of the presumption provided by Maryland law, I believe the petition for special exception should be granted.

THEREFORE, IT IS ORDERED this 23rd day of **October 2017**, by this Administrative Law Judge, that the Petition for Special Hearing to amend the special exception granted in Case No. 1975-0233-SPHX to exclude a 2,500 sq. ft. area (50 ft. x 50 ft.) as shown on the site plan for a new telecommunications facility, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the Petition for Special Exception to permit a new telecommunications facility with a 107 ft. tall monopole on a 2,500 sq. ft. portion of the property, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioners may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioners are hereby made aware that proceeding at this time is at their own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for

ORDER RECEIVED FOR FILING

Date 10/23/17

By Sen

whatever reason this Order is reversed, Petitioners would be required to return the subject property to its original condition.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

ORDER RECEIVED FOR FILING

Date 10/23/17
By sln



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 730 Wampler Rd. Middle River MD 21220 which is presently zoned DR-2
Deed References: 30083 / 00315 10 Digit Tax Account # 1600001944
Property Owner(s) Printed Name(s) MD Transportation Authority Lodge 34 of the Fraternal Order of Police

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve amending special exception 83-15 to exclude area for new telecommunications facility from original SPEX approval (BCZR sec. 102.2) 1975-0233 SPHX
2. ☒ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for to permit a new telecommunications facility, with a 107' tall monopole, on a portion of the property (BCZR secs. 1B01.1C.24 and 426 et. seq.)
3. ☐ **a Variance** from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

See attached Statement of Compliance and Justification and additional info to be presented at hearing.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above petition(s), advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

Legal Owner(s) Affirmation: I / we do so solemnly declare and affirm, under the penalties of perjury, that I / We are the legal owner(s) of the property which is the subject of this / these Petition(s).

Contract Purchaser/Lessee:

Prime Tower Development, LLC

Name- Type or Print

Signature

5755 North Point Parkway, Suite 37, Alpharetta Georgia

Mailing Address

30022 770-512-7346

Zip Code

Telephone #

Email Address

Attorney for Petitioner:

Gregory E. Rapisarda, Esquire

Name- Type or Print

Signature

500 E. Pratt St, 8th floor Baltimore MD

Mailing Address

21202 410-332-8963 grapisarda@saul.com

Zip Code

Telephone #

Email Address

Legal Owners (Petitioners):

MD Transportation Authority Lodge 34 of Fraternal Order of Police

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

PO Box 25747
730 Wampler Rd

Baltimore
Middle River

MD

Mailing Address

21224-0447

Zip Code

Telephone #

Email Address

Representative to be contacted:

Greg Rapisarda, Esquire

Name - Type or Print

Signature

500 E. Pratt St, 8th Floor Baltimore MD

Mailing Address

21202 410-332-8963

Zip Code

Telephone #

Email Address

CASE NUMBER 2018-0054-SPHX Filing Date 8/15/2017

Do Not Schedule Dates: 1st week, 9

Reviewer JLR

REV. 10/4/11

ORDER RECEIVED FOR FILING

PROPERTY DESCRIPTION FOR
SPECIAL EXCEPTION
BENGIES STATION
SITE #: PTD075MD

All that tract or parcel of land lying and being located in Baltimore County, State of Maryland, and being more particularly described as follows:

Commencing for the same at an iron pipe found along the South 38° East 210 foot line of the property conveyed from Melvin A. Braun and Robert B. Munson to Maryland Transportation Authority Lodge #34 of the Fraternal Order of Police, Inc., by a deed dated October 15, 2010 and recorded among the Land Records of Baltimore County, Maryland in Deed Book 30083, Page 315; said iron pipe located on the north side of a 20 foot wide right of way as described is said conveyance; said point having a Maryland Grid North, NAD83 Coordinate of N=611252.82, E=1471687.74; thence leaving said place of commencement and running through said conveyance, South 79°47'46" West 379.94 feet to the True Place of Beginning, said point having a Maryland Grid North, NAD83 Coordinate of N=611185.51, E=1471313.81; thence leaving said point of beginning, and running with said state plane grid system,

1. South 45°44'12" West, 50.00 feet to a point; thence
2. North 44°15'48" West, 50.00 feet to a point; thence
3. North 45°44'12" East, 50.00 feet to a point; thence
4. South 44°15'48" East, 50.00 feet to the place of beginning.

Said tract contains 0.0574 acres (2,500 square feet), more or less, as shown on a survey prepared for Prime Tower Development LLC by Point To Point Land Surveyors, INC. dated March 24, 2017.



8/7/17
Lic. Exp. 12/28/18

2018-0054-SPHX

CASE NAME Prime Tower FOP Lodge
CASE NUMBER 2018-0054-SPHX
DATE 10/19/17

[illegible]

C H E C K L I S TComment
ReceivedDepartmentSupport/Oppose/
Conditions/
Comments/
No Comment8-25DEVELOPMENT PLANS REVIEW
(if not received, date e-mail sent _____)NC1DEPS
(if not received, date e-mail sent _____)

FIRE DEPARTMENT

 9-13PLANNING
(if not received, date e-mail sent _____)No object. w/c8-23

STATE HIGHWAY ADMINISTRATION

No object.

TRAFFIC ENGINEERING

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

ZONING VIOLATION (Case No. _____)

PRIOR ZONING (Case No. _____)

NEWSPAPER ADVERTISEMENT (Missing 10-13-17) per June Wilson
Date: _____SIGN POSTING Date: 9-29-17 by HobbsPEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐Comments, if any: See justification statement (pkg.) in Support

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration					
Account Identifier:		District - 15 Account Number - 1600001944 ✓							
Owner Information									
Owner Name:		MD TRANSPORTATION AUTHORITY LODGE 34 OF THE FRATERNAL ORDER OF POLIC		Use: Principal Residence:	COMMERCIAL NO				
Mailing Address:		PO BOX 25747 BALTIMORE MD 21224-0447		Deed Reference:	/30083/ 00315				
Location & Structure Information									
Premises Address:		WAMPLER RD 0-0000		Legal Description:	8.86 AC REAR WS 250 FT WAMPLER RD 800 N BENGIES RD				
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No: Plat Ref:
0090	0005	1078		0000				2018	
Special Tax Areas:				Town:		NONE			
				Ad Valorem:					
				Tax Class:					
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
		8344				8.8600 AC		06	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
		CLUB HOUSE							
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of 01/01/2015		As of 07/01/2017		As of 07/01/2018	
Land:		138,600		138,600					
Improvements		466,400		466,400					
Total:		605,000		605,000		605,000			
Preferential Land:		0							
Transfer Information									
Seller: BRAUN MELVIN A		Date: 11/04/2010		Price: \$500,000					
Type: ARMS LENGTH MULTIPLE		Deed1: /30083/ 00315		Deed2:					
Seller: GLEN-MAR VFW POST 8849 INCORP		Date: 03/29/2010		Price: \$260,000					
Type: ARMS LENGTH MULTIPLE		Deed1: /00000/ 00000		Deed2:					
Seller: MIDDLE RIVER MEMORIAL POST 8849		Date: 03/09/2009		Price: \$0					
Type: NON-ARMS LENGTH OTHER		Deed1: /27735/ 00487		Deed2:					
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2017		07/01/2018			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00		0.00			
Tax Exempt:		Special Tax Recapture:							

Exempt Class: NONE

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

CERTIFICATE OF POSTING

RE: Case No. 2018-0054-SPHX

Petitioner: Gregory Rapisarda

Hearing Date: 10/19/17

Baltimore County Department of
Permits, Approvals and Inspections
Room 111, County Office Building
111 W. Chesapeake Ave.
Towson, Md. 21204

This letter is to confirm, under penalties of perjury, that the necessary sign(s)
were posted conspicuously on the property located at _____

730 Wampler Road

_____ on 9/29/17

Sincerely,

 9/29/17

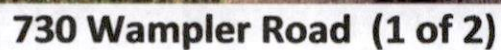
Richard E. Hoffman

904 Dellwood Drive

Fallston, Md. 21047

(443) 243-7360

Case No. 2018-0054-SPHX



(Posted 9/29/17)

Richard E. Zyl 9/29/17

Richard E. Hoffman

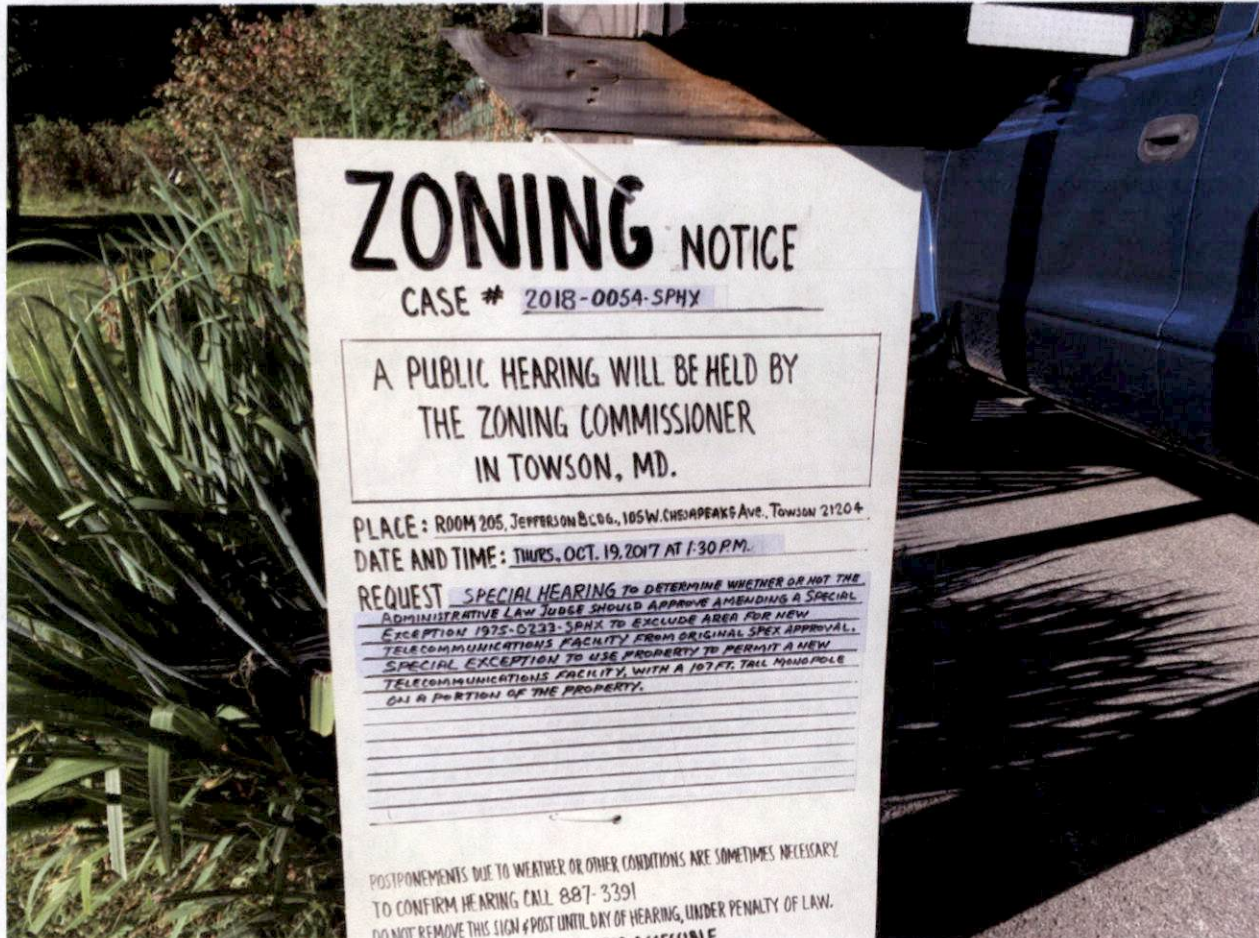
904 Dellwood Drive

Fallston, Md. 21047

443-243-7360

Certificate of Posting

Case No. 2018-0054-SPHX



730 Wampler Road (2 of 2)

(Posted 9/29/17)

Richard E. Hoffman 9/29/17

Richard E. Hoffman

904 Dellwood Drive

Fallston, Md. 21047

443-243-7360



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

August 31, 2017

NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2018-0054-SPHX

730 Wampler Road

SW/s Wampler Road, 985 ft. NW Bengies Road

15th Election District – 6th Councilmanic District

Legal Owners: MD Transportation Authority Lodge 34 of Fraternal Order of Police

Contract Purchaser/Lessee: Prime Tower Development, LLC

Special Hearing to determine whether or not the Administrative Law Judge should approve amending a Special Exception 1975-0233-SPHX to exclude area for new telecommunications facility from original SPEX approval. Special Exception to use property to permit a new telecommunications facility, with a 107 ft. tall monopole on a portion of the property.

Hearing: Thursday, October 19, 2017 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

AJ:kl

C: Gregory Rapisarda, 500 E. Pratt St., 8th Floor, Baltimore 21202

James Krazynski, MD Transportaton Authority, 730 Wampler Road, Middle River 21220

Steven Handmaker, 5755 North Point Pkwy., Ste. 37, Alpharetta GA 30022

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY FRIDAY, SEPTEMBER 29, 2017.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Thursday, September 28, 2017 Issue - Jeffersonian

Please forward billing to:

Greg Rapisarda
500 E. Pratt Street, 8th Floor
Baltimore, MD 21202

410-332-8963

NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2018-0054-SPHX

730 Wampler Road

SW/s Wampler Road, 985 ft. NW Bengies Road

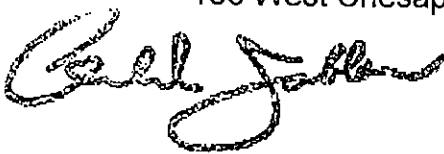
15th Election District – 6th Councilmanic District

Legal Owners: MD Transportation Authority Lodge 34 of Fraternal Order of Police

Contract Purchaser/Lessee: Prime Tower Development, LLC

Special Hearing to determine whether or not the Administrative Law Judge should approve amending a Special Exception 1975-0233-SPHX to exclude area for new telecommunications facility from original SPEX approval. Special Exception to use property to permit a new telecommunications facility, with a 107 ft. tall monopole on a portion of the property.

Hearing: Thursday, October 19, 2017 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE OFFICE
AND SPECIAL EXCEPTION		
730 Wampler Road; SW/S Wampler Road,	*	OF ADMINISTRATIVE
985' NW of Bengies Road		
15 th Election & 6 th Councilmanic Districts	*	HEARINGS FOR
Legal Owner(s): MD Transportation Authority,		
Lodge 34 of Fraternal Order of Police	*	BALTIMORE COUNTY
Contract Purchaser(s): Prime Tower		
Development, LLC	*	2018-054-SPHX

Petitioner(s)

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

RECEIVED

AUG 28 2017

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of August, 2017, a copy of the foregoing Entry of Appearance was mailed to Gregory E. Rapisarda, Esquire, 500 East Pratt Street, 8th Floor, Baltimore, Maryland 21202, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Case Number: 2018-0054-SPHX

Property Address: 730 Wampler Rd., Middle River, MD 21220

Property Description: SW/4 of Wampler Road, 985' NW of Bengies Road

Legal Owners (Petitioners): MD Transportation Authority Lodge 34 of Fraternal Order of Police.

Contract Purchaser/Lessee: Prime Tower Development, LLC

PLEASE FORWARD ADVERTISING BILL TO:

Name: Greg Kapisarda

Company/Firm (if applicable): Saul Ewing LLP

Address: 500 E. Pratt Street, Ste. 900
Baltimore MD 21202

Telephone Number: 410-332-8625

NO 157169

3/15/17

[illegible]

Total: 1,200.00

Rec From: Prime Tower Development LLC

For: Special Hearing / Special Exception
730 Wainwright Road (2018-00546 SPH-X)
M/D Transferring to the Lodge 34 of F.O.P.

DISTRIBUTION

WHITE - CASHIER · PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

PAID RECEIPT

DESCRIPTION	ACTUAL	TIME	BY
0/17/2017	0/15/2017	11:45:27	
REG 4501	25K10	CR	
2/00/10/17	140034	0/15/2017	0/10
Receipt	500	200000	VERIFICATION
CR 100	157107		
Receipt Tot		11,000.00	
11,000.00	CR	1.00	CR
Baltimore County, Maryland			

**CASHIER'S
VALIDATION**



KEVIN KAMENETZ
County Executive

October 12, 2017

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

MD Transportation Authority
Lodge 34 of Fraternal Order of Police
James Kraszynski
730 Wampler Road
Middle River MD 21220

RE: Case Number: 2018-0054 SPHX, Address: 730 Wampler Road

Dear Mr. Kraszynski:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on August 15, 2017. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink, reading "W. Carl Richards, Jr." in a cursive style.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw
Enclosures

c: People's Counsel
Prime Tower Development LLC, Steve Handmaker, 5755 North Point Parkway, Suite 37,
Alpharetta GA 30022
Gregory E Rapisarda, Esquire, 500 E Pratt Street, 8th Floor, Baltimore MD 21202

Date: 8/23/17

Ms. Kristen Lewis
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

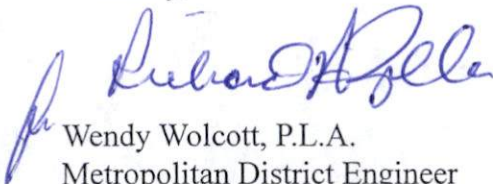
Dear Ms. Lewis:

Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Case No. 2018-0054-SPHX.

*Special Exception, Special Hearing
Md Transportation Authority, Lodge 34 of Fraternal
Order of Police.
930 Wampler Road.*

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,



Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 9/13/2017

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 18-054

INFORMATION:

Property Address: 730 Wampler Road
Petitioner: MD Transportation Authority, Lodge 34 of the Fraternal Order of Police
Zoning: DR 2
Requested Action: Special Hearing, Special Exception

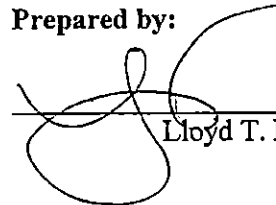
The Department of Planning has reviewed the petition for a special hearing to determine whether or not the zoning commissioner should amend the special exception in case # 1975-0233 SPHX to exclude the area for a new telecommunications facility from the original SPHX approval. The Department also reviewed the petition for special exception to use the property for telecommunications facility with a 107 foot tall monopole.

The project was reviewed by the Baltimore County Tower Review Committee (TRC) on July 25, 2017 and was approved with conditions.

The Department has no objection to granting the petitioned zoning relief.

For further information concerning the matters stated herein, please contact Ngone Seye Diop at 410-887-3480.

Prepared by:


Lloyd T. Moxley

Division Chief:


Kathy Schlabach

AVA/KS/LTM/ka

c: Ngone Seye Diop
Greg Rapisarda, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: August 25, 2017

SUBJECT: DEPS Comment for Zoning Item # 2018-0054-SPHX
Address 730 Wampler Road
(Md. Transportation Authority,
Lodge 34 of the Fraternal Order of
Police Property)

Zoning Advisory Committee Meeting of **August 28, 2017**.

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: Steve Ford Date: 8-25-2017

**Justification Statement Supporting Petitions
for a Special Exception and, if necessary, a Special Hearing to
Approve a Telecommunications Facility at
730 Wampler Rd, Middle River, MD 21220**

Prime Tower Development, LLC ("Prime") is proposing a new telecommunications facility with a 107' monopole (105' monopole w/ 2' lightning rod) within a fenced 50' x 50' equipment compound (the Facility) on a portion of the Lodge 34 of the Fraternal Order of Police (FOP) property at 730 Wampler Road, Middle River, Maryland 21220 (the "Property").

This document and attached Exhibits provide a justification for Prime's proposal and an explanation for how and why this proposal meets and exceeds the requirements in the Baltimore County Zoning Regulations (BCZR). This information, as well as clarifying evidence to be presented at an upcoming public hearing support the County's approval of Prime's (1) Petition for Special Hearing to remove the area for the Facility from case no. 1975-0233 SPHX and (2) Petition for a Special Exception to permit the Facility on a property zoned DR-2. The following Exhibits are attached:

- Tab 1 RF Propagation Map of Current Coverage
- Tab 2 Tower Review Committee Memorandum dated July 25, 2017
- Tab 3 Option and Lease Agreement (redacted)
- Tab 4 Zoning Drawings (ZDs)
- Tab 5 RF Propagation Map of Expected Coverage at 104'
- Tab 6 Letters to SX Middle River Civic Council and Windlass Run Improvement Association dated May 18, 2017 and June 30, 2017
- Tab 7 Zoning Map (GIS from County)
- Tab 8 FAA Notice of No Hazard or Lighting
- Tab 9 Visual Impact Survey and Photosimulations
- Tab 10 Preliminary NEPA Report dated July 14, 2017

I. Summary

Today, there is an unprecedented demand for reliable wireless voice communications and wireless data services. Increasingly, people want to relinquish land lines and rely solely on their mobile phones. Meeting that desire requires reliable service over broader areas without gaps and dropped calls. Additionally, mobile devices are increasingly being used for transmitting and receiving wireless data through smart phones. As a result, a robust wireless network is essential for emergency and nonemergency wireless communications that have become necessary for everyday quality of life, business and commerce, and public safety through Enhanced 911 (E911) technology.

Prime works with its carrier clients to continuously review and assess the infrastructure needed to handle the quality and volume of calls and data. Through this process, carrier clients identified the vicinity near the Property as an area in need of a monopole for new coverage and additional wireless services. RF Propagation Maps illustrating the current coverage deficiencies are attached at Tab 1. In addition, there are no existing towers or structures that can accommodate wireless antennas, which means that a new structure – *i.e.* the Facility – is needed. The Tower Review Committee agreed, finding a need for coverage and a need for the Facility because there are “no existing structures within one mile of the [Property].” The TRC Memo recommending approval of the Facility is attached at Tab 2.

II. The Property, FOP Lodge 34, and Proposed Facility

The Property is 8.86 acres in the DR-2 zoning district and home to FOP Lodge 34. FOP Lodge 34 is permitted by special exception as a community building or similar civic use in the DR-2 district. BCZR § 1B01.1.C.4. In 1975, the FOP Lodge was approved as a special exception in Case No. 1975-2033 SPHX. Prime and FOP Lodge 34 are bound through an Option and Lease Agreement (Lease), which provides, among other things, for the lease of 2,500 square feet for the Facility. A copy of the Lease with the financial terms redacted is attached at Tab 3.

The Facility will be situated on a portion of the Property and the 107’ tall monopole will be situated within a 50’ x 50’ equipment compound that will be surrounded by an 8’ tall fence. The Zoning Drawings (ZDs) are attached at Tab 4. The Facility accommodate at least three wireless service providers and allow for new and better wireless coverage in the area. RF plots show that the location of the Facility will provide carriers, including Sprint and T-Mobile, with the infrastructure necessary to improve their wireless networks. RF Propagation Maps illustrating the expected improved coverage are attached at Tab 5.

III. Zoning Relief Sought

A. Special Exception

The Facility is permitted by special exception in the DR-2 zone under BCZR § 1B01.1.C.24 and § 426.5 with evidence showing compliance with BCZR § 426.4, § 426.6, and § 426.9.

B. Special Hearing

Because the Property was subject to a special exception (1975-0233 SPHX), Prime seeks a special hearing, if necessary, to amend case 1975-0233 SPHX to (1) exclude the portion of the Property to be used for the Facility (see Lease at Tab 3 and ZDs at Tab 4) or (2) determine compliance with BCZR § 102.2 because neither the FOP Lodge nor the Facility will share yard space required for either SPEX use.

IV. Community Outreach

After consulting with the County, Prime determined that the Property was located in or near the boundaries and jurisdiction of two community associations: (1) SX Middle River Civic Council and (2) Windlass Run Improvement Association. On May 18, 2017, Prime mailed each association a letter about the proposed Facility and providing contact information in case there were any questions or concerns. There was no response to those initial letters. On June 30, 2017, Prime sent each association a second letter by priority mail with confirmed delivery, a letter with more details and enclosing a copy of the site plan. To date, Prime has not gotten any response to its letters or proposal. A copy of the letters dated May 18, 2017, and June 30, 2017, including the site plan attachments and USPS delivery confirmations, are attached at Tab 6.

V. Compliance with BCZR §§ 426, *et seq.*

Each applicable zoning provision from the BCZR is listed below. Prime's statement of compliance is below each provision (in italics).

§ 426.2 Legislative policy for wireless telecommunications antennas and towers.

It is the intent of Baltimore County that:

- A. Antennas should be placed on existing towers, buildings and structures, including those of public utilities, where feasible; and

Prime assessed the area in need of coverage and confirmed that there are no existing towers, buildings, or structures that could accommodate wireless antennas and satisfy the minimum coverage objectives. The TRC confirmed that "there are no existing structures within one mile of the [Facility]." See TRC Memo, p. 3 of 4, at Tab 2.

- B. If a new tower must be built, the tower should be:

- 1. Constructed to accommodate at least three providers;

The proposed monopole is designed to hold 3 carriers. See the Tower Elevation drawing, Sheet A-2, on the ZDs at Tab 4. Please note that Prime is also submitted 12 signed and sealed copies of the ZDs (11" x 17") with this filing package.

- 2. Erected in a medium- or high-intensity commercial zone when available; and

Prime conducted due diligence on potentially available commercial zones when it was conducting due diligence on existing structures. Unfortunately, the Property and surrounding areas are all zoned Density Residential and there are no commercial properties nearby. The TRC confirmed this on p. 2 of 4, at Tab 2. A copy of the GIS zoning map from the Zoning office is attached at Tab 7.

3. Located and designed to minimize its visibility from residential and transitional zones.

The location of the Property and the location of the Facility within the Property is designed to maximize the natural screening and minimize the visual impact from residential and transitional zones. See the Site Plan attached as Exhibit 4.

§ 426.3. – N/A

§ 426.4. Tower Review Committee

- A. There is a Tower Review Committee in Baltimore County.

- D. In addition to any other fees required, an applicant for a building permit or a special exception shall pay a separate processing fee to the County. The County Administrative Officer shall establish the amount of the fee.

- E. Committee review.

1. Prior to submitting a petition for a special exception or an application for a building permit for a tower, a petitioner or an applicant shall meet with the Committee. The Committee shall meet with the petitioner or the applicant within 45 days after a written request for a meeting is submitted.
2. The petitioner or the applicant shall submit to the Committee:
 - a. Information detailing the maximum number of providers and antennas the proposed tower can support.
 - b. Any other relevant technical information requested by the Committee.
3. The Committee shall review the information submitted by the petitioner or the applicant and evaluate the proposed tower with regard to the legislative policy under Section 426.2.
4. The Committee may provide advisory comments to the Zoning Commissioner or the Code Official concerning the proposed tower.

Primate applied to the TRC and its application was reviewed at the meeting on June 27, 2017. After a detailed review and public meeting, the TRC, "by unanimous decision, Conditionally Approves and Recommends [Prime] to construct a new 107-ft tall tower as proposed..." See TRC Memo, p. 3 of 4, at Tab 2.

§ 426.5. Location and height restrictions for wireless telecommunications towers.

In this section, the following words have the meanings indicated:

- A. "R" means by right.
- B. "SE" means by special exception.
- C. The column for antennas refers to antennas located on a tower, building or structure legally existing prior to the installation of the antenna even if the tower, building or structure was approved by special exception.
- D. The height of a tower is measured from the base of the tower to the tip of the tower or the tip of the highest antenna on the tower, whichever distance is greater.

The Property is zoned DR 2 which permits the proposed monopole by special exception. The proposed monopole will measure a maximum of 107' AGL, which includes a 105' tall monopole and a 2' lightning rod. See Tower Elevation Drawing, Sheet A-2, on the ZDs at Tab 4.

§ 426.6. Setback requirements for wireless telecommunications towers.

A. Setbacks.

- 1. A tower shall be set back at least 200 feet from any other owner's residential property line.

The proposed Facility will meet and exceed the minimum 200' setback requirement. The monopole's closest setback is 222.3' to the rear property line (S/SW) and the next closest setback is 272.9' to a side property line (W/NW). See Site Plan, Sheet A-0, on the ZDs at Tab 4.

- 2. A structure housing equipment for a tower shall meet the minimum setback requirements from any other owner's property or zone line.

The setback requirements for the DR-2 zone can be found in BCZR § 1B01.2.C. There is no specific setback requirement for an accessory use, but the setback for a "nonresidential principal building" is 60' (front), 30' (side), and 40' (rear). BCZR § 1B01.2.C.a.

All equipment cabinets will be located within the fenced 50' x 50' compound and will be setback, at a minimum, of nearly 200' from the closest property line at the rear (S/SW). See the Site Plan in the ZDs at Tab 4.

- 3. Notwithstanding the provisions of Section 102.2 of these regulations, if multiple structures housing equipment for a tower are located on the same owner's property, a yard or setback is not required between the structures.

The Facility and all of its related equipment will be located on the Property, which is owned by FOP Lodge 34.

B. Except as required by the Federal Aviation Administration:

1. Stroboscopic lights are not permitted on a tower.

Prime is not proposing any lighting. Prime applied to the FAA, which determined that "marking and lighting are not necessary" for the proposed 107' tall monopole. The FAA Determination of No Hazard to Air Navigation are attached at Tab 8.

2. The tower, antenna and supporting lines shall be neutral in color.

The proposed monopole will be the standard matte gray finish and the Facility will be surrounded by a neutral gray chain link fence.

C. If a tower is located in a residential or transitional zone, any structure housing equipment for the tower shall be:

1. Screened in accordance with the Landscape Manual, Class "A" screening requirements.
2. Faced with a material compatible with buildings or structures surrounding the tower.

The Property is surrounded by mature trees and wooded area. The Facility will be setback well inside of the Property and surrounded on all sides by existing mature trees and wooded areas and will be thoroughly and naturally screened in a manner that is at least equivalent to the Landscape Manual, Class "A" screening requirements.

In addition, Prime hired BC Architects and Engineers (BC) to conduct a balloon test and visual impact survey. BC flew a large red helium balloon to a height of 107' from the location of the proposed monopole. While the balloon was flying, BC drove around the Property and surrounding neighborhoods to search for the balloon and take pictures as evidence of whether the balloon (or monopole) would be visible or not from the surrounding areas. Because of the deep setbacks, surrounding mature woods, and other factors such as topography, the large red balloon flying at 107' AGL was barely visible from any of the surrounding areas. The Visual Impact Survey, Photos, and Photosimulations are attached at Tab 9.

Given the natural screening, and the lack of visibility from the balloon test and visual impact survey, Prime does not believe that additional screening or landscaping is necessary, and that the Facility's visual appearance, as proposed, is compatible with other buildings in the general vicinity. If necessary, however, Prime is willing to add additional screening or landscaping as may be required by the County.

D. Upon completion of a tower and every five years after the date of completion, the owner of the tower shall submit to the Code Official written certification from a professional engineer verifying that the tower and any structure housing equipment for the tower meets all applicable Building Code and safety requirements.

Prime will comply with this requirement.

E. The owner of a tower shall submit annually to the Tower Coordinator written certification of the number of providers and antennas on the tower.

Prime will comply with this requirement.

§ 426.8. Unsafe or hazardous conditions.

A. The owner of a tower and any structure housing equipment for the tower shall maintain the tower and any structure in good working condition and correct any unsafe or hazardous conditions, which may include:

1. Conditions caused by vandalism.
2. Flaking or worn exterior paint.
3. Illegal or improper occupancy of the tower or structure.

B. The provisions of this section shall be enforced in accordance with Article 3, Title 6 of the Baltimore County Code.

Prime will comply with this requirement.

§ 426.9. Additional conditions for towers permitted by exception.

Towers permitted by special exception shall meet the requirements of this section.

A. A petitioner shall have the burden of demonstrating that:

1. The petitioner has made a diligent attempt to locate the antenna on an existing tower or nonresidential building or structure;

Prime conducted due diligence to determine whether there were any existing structures that could serve as viable co-location opportunities for wireless antennas and found none. The TRC confirmed this determination. See TRC Memo at Tab 2. In addition, last year, T-Mobile (and Eco Site) submitted an application for a facility at the Property because they too could find no existing structures viable for co-location. See TRC Memo at p. 1 at Tab 2. The evidence is clear that there are no other viable existing structures in this area and a new monopole and Facility are necessary.

2. Due to the location, elevation, engineering, technical feasibility or inability to obtain a lease or ownership of a location elsewhere, the construction of a tower at the proposed location is warranted;

The Property is 8.86 acres and surrounded by much smaller residential parcels. In addition, the Property has been operating as a quasi-commercial use (i.e. community building or similar civic association) for nearly 35 years. In short, the Property is the best location for the Facility and the only possible location for the infrastructure necessary to provide the surrounding residential neighborhoods with reliable wireless coverage that includes emergency and non-emergency

wireless services. These facts, as well as the significant distances from adjacent properties and adjacent to and surrounded by existing mature woods and trees, make this location ideally suited for the Facility as compared to elsewhere in the zone.

3. To the extent technically feasible, the tower has been designed to accommodate antennas of at least two other providers; and

This proposed monopole is designed to accommodate three carriers. See ZDs at Tab 4.

4. The height of the tower is no higher than what is required to enable present and future co-location of other providers.

The height of the proposed monopole is the minimum height needed to achieve Sprint's minimum coverage objectives. See RF Plots w/ expected coverage at Tab 5. In addition, the TRC concurred with this finding. See TRC Memo at Tab 2.

B. The Zoning Commissioner shall review the petitioner's submittal with regard to the legislative policy under Section 426.2.

C. In a residential or transitional zone, a tower shall meet the following additional requirements:

1. A petitioner shall have the burden of demonstrating that:

- a. There is no available, suitable site for the tower in a medium or high intensity commercial zone, identifying with particularity any sites considered; or
- b. Due to topographical or other unique features, the proposed site is more consistent with the legislative policy under Section 426.2 than a site in an available medium or high intensity commercial zone.

As detailed above, there are no suitable sites for a new monopole in a medium or high intensity commercial zone. Because of this, and the fact that the Property is the largest and most appropriate property in the area that needs coverage, no other sites were considered.

2. A tower in an R.C. Zone shall be located on a lot of at least five acres. In all other residential or transitional zones, a tower shall be located on a lot of at least three acres.

The Property is zoned DR-2 and is not located in an RC zone.

3. In granting a special exception, the Zoning Commissioner, or Board of Appeals upon appeal, shall impose conditions or restrictions as provided in Section 502.2. In addition, the Commissioner shall require that the tower be disguised as a structure or natural formation, such as a flagpole, steeple or tree, which is found, or likely to be found, in the area of the tower unless the Commissioner finds that the requirement is not reasonable or advisable for the protection of properties surrounding the tower.

Prime hired Environmental Corporation of America (ECA) to conduct the federally required review and analysis under the National Environmental Policy Act (NEPA). Under federal law, the NEPA study will need to be completed prior to construction. Although the NEPA study hasn't been completed to date, ECA completed a preliminary assessment and concluded that (1) the Facility will not be constructed in a Wilderness Area, Wildlife Preserve, or Floodplain and (2) will not likely impact any historic properties, Indian religious sites, wetlands, and/or other NEPA categories. The preliminary NEPA from ECA dated July 14, 2017 and is attached at Tab 10.

The TRC specifically noted that "no historical landmarks appear to be nearby" and the "existing tree-line will offer additional natural screening. See TRC Memo, p. 3 at Tab 2.

The visual impact survey illustrates that the proposed monopole will barely be visible off of the Property and, to the extent that it is visible, will have little, if any, impact on the surrounding areas. See visual impact survey and photosimulations at Tab 9.

Consequently, the visual impact of the tower will be de minimis, if it exists at all. For these reasons, no stealthing is necessary because the monopole design will be "stealthed" by the totality of the factors contributing to this project.

§ 502.7. Wireless telecommunications towers.

These provisions are not applicable to the Facility because it is not (1) over 200 feet in height, (2) located in an RC zone, and (3) located within a designated scenic viewshed. Regardless, and as shown in the Visual Impact Survey attached as Tab 9, the proposed Facility will not interfere with or be detrimental to any viewshed elements.

VI. Conclusion

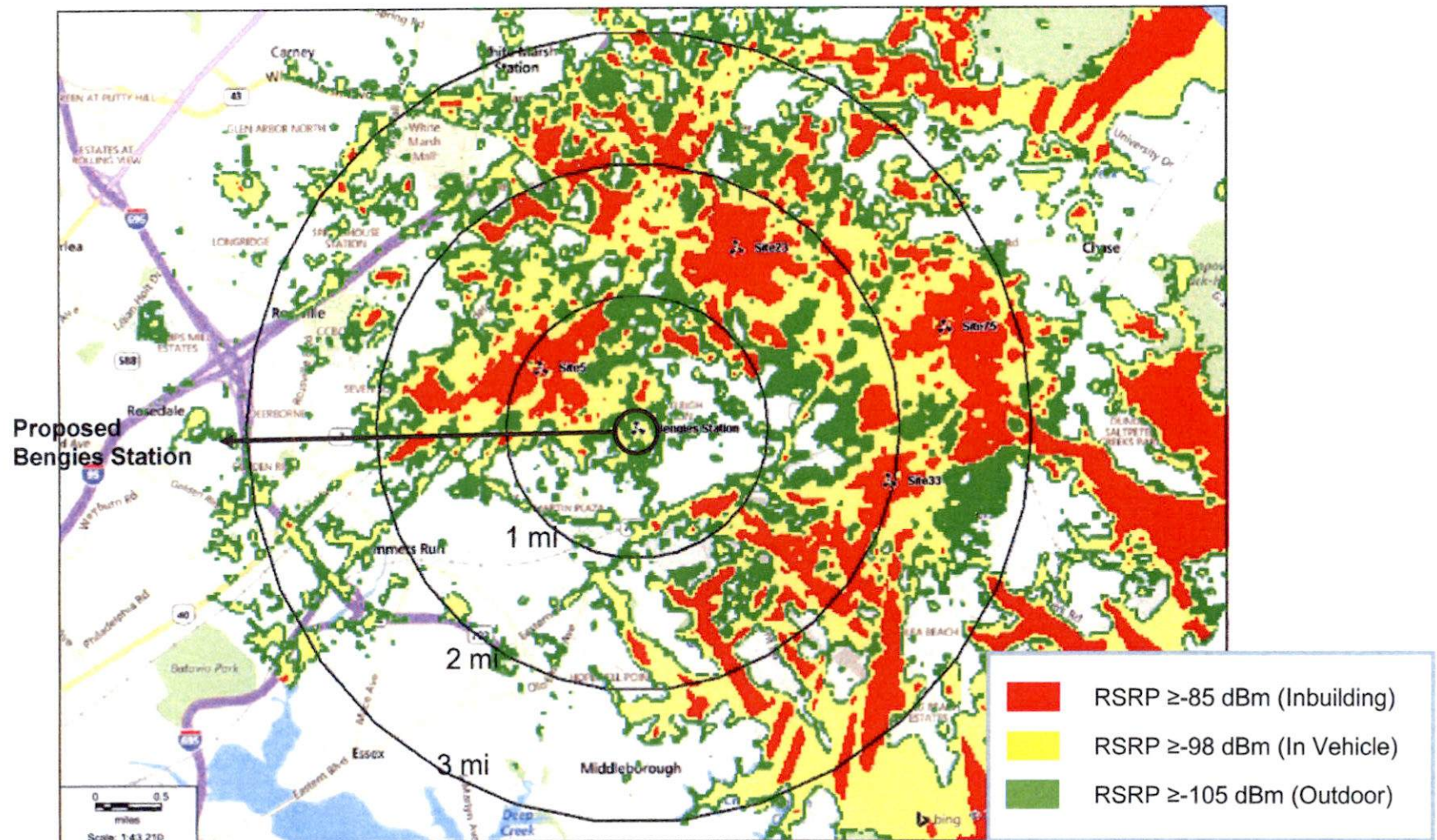
For the reasons set forth above, in the attached supporting documents, and the application package submitted to the County, Prime respectfully requests that Baltimore County grant the requested special exception relief and, if necessary, grant the special hearing relief to either (1) exclude the Facility from the original special exception (1975 – 0233 SPHX) or (2) find that both the FOP Lodge and Facility can co-exist without sharing space.

If you need further information, please contact our zoning attorney Greg Rapisarda at 410-332-8963.

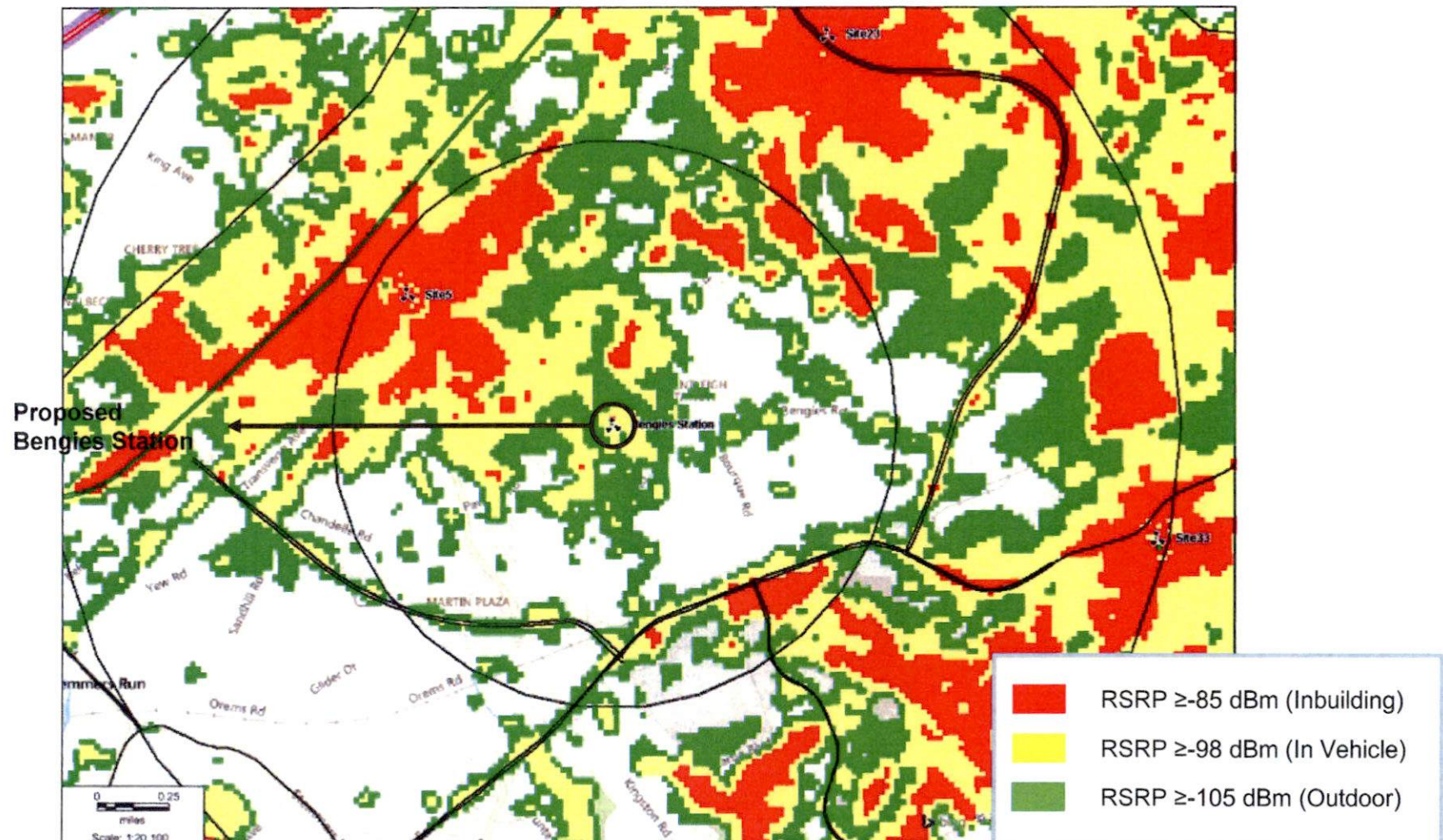
Tab 1

RF Propagation Map of Current Coverage

Current Coverage Without Bengies Station



Current Coverage Without Bengies Station – Zoomed In



100% Recycled 30% PCW



Tab 2

Tower Review Committee
Memorandum dated
July 25, 2017



BALTIMORE COUNTY, MARYLAND

Interoffice Correspondence

DATE: July 25, 2017

TO: Jan Cook, Development Manager
Department of Permits, Approvals and Inspections

FROM: The Tower Review Committee

SUBJECT: Tower Review Committee Recommendation
Re: Application from Prime Tower Development, LLC for a New 107'
Monopole Telecommunications Tower
Site Name: PTD – "Bengies Station"
Cell Tower AT#: 17-022
Proposed Location: 730 Wampler Rd, Middle River, MD 21220

The Tower Review Committee (TRC) met with a representatives of Prime Tower Development (PTD), LLC on June 27, 2017, and discussed their formal site application, which was received by the TRC by the deadline of June 6, 2017.

PTD's is the 2nd applicant to approach the TRC vying for the 730 Wampler Rd location. ECO Sites, LLC (ECO) previously in December 2016 applied for the proposed location and received TRC approval in the recommendation memo dated 03/03/17; however, it was later learned that ECO does not have a signed lease with the property owner, whereas PTD does in fact have a signed agreement with the property owner.

PTD has shown that the proposed site is in the interest of Sprint, and is needed to improve coverage and capacity which is lacking in the targeted area.

The TRC's assessment of the application is as follows:

The proposed monopole designed tower structure, with an overall height of 107' including all appurtenances, would be constructed by PTD at the proposed Middle River location in Councilmanic District #6.

Pursuant to the PTD site application, the TRC is submitting the following advisory comments to the Development Review Committee (DRC) of the Department of Permits, Approvals and Inspections (PAI), in accordance with Article #4 – Section #426 of the Baltimore County Zoning Regulations:

- *Antennas should be placed on existing towers, buildings, and structures, including those of public utilities, where feasible.*

Findings:

Alternative collocation sites were not explored by PTD’s RF engineer, because no existing antenna structures were available within a 1 mile radius of the proposed site that could serve the target area.

- *If a tower must be built, the tower should be: Constructed to accommodate at least three providers.*

Findings:

PTD has shown in supplemental drawings submitted to the TRC along with the application that their proposed 107’ monopole tower is designed to support, starting from Sprint at the top position, a minimum of two additional wireless service providers, each 10’ apart.

It should be noted that upon construction the tower is subject to a Federal Communications Commission (FCC) ruling, which mandates that once a structure is approved and constructed, the structure may be increased in height or width by up to an additional 20-ft for collocation purposes, and a local government cannot deny and must approve.

In the case of this application, however, extending the height of the tower would be denied by the FAA, based on its notification that no tower higher than 107’ would be acceptable in the proposed location, due to the tower’s proximity to Martin State Airport.

The County Attorney is a recommended resource for a proper interpretation of the relevant FCC laws and rulings.

- *Erected in a medium or high intensity commercial zone when available.*

Findings:

The proposed site location is in a DR-2 (Density Residential) zone, with adjacent property zoning of DR-2, as well.

Per preliminary engineering drawings, aerial photography, and other information presented to the TRC by PTD, the tower meets the setback requirement of at least 200’ from residential property lines on all sides.

Due to the zoning of the property, a Special Exception hearing will be required.

Subject: Tower Review Committee Recommendation | AT# 17-022 | 07/25/17
Site Name: PTD – “Bengies Station” | 730 Wampler Rd, Middle River, MD 21220

➤ *Located and designed to minimize its visibility from residential and transitional zones.*

Findings:

The proposed tower will be on property with a very large overall size of approximately 8.86 acres, and no historical landmarks appear to be nearby. The site compound will be fenced in, and the existing tree-line will offer additional natural screening.

PTD’s proposed 107’ monopole, especially its upper portions, will be visible to some residents. Documented proof of PTD’s attempts to reach out to the community was included with their application, but as of the date of the TRC review remained unanswered by their community contacts.

Conclusion:

We, the TRC, agree that applicant PTD has provided documentation to effectively demonstrate the need for a new telecommunications tower site to be constructed as preferred in the location of 730 Wampler Rd, Middle River, MD 21220.

Based on Applicant PTD’s presentation and burden of proof to the TRC, and all of the above findings, the TRC agrees that there are no existing structures within one mile of the of the proposed site which would sufficiently address Sprint’s RF requirements. Therefore, the proposed new tower site is necessary to expand Sprint coverage and capacity in the target area for both in-vehicle and in-building end users.

It should be noted that PTD submitted, post-meeting, an affidavit signed by the property owner as proof of their business commitment. Also, note that the TRC Coordinator recalled during a phone conversation, that ECO seemed to indicate that they planned to abandon their project and move on from their approved TRC application; however, an email to ECO requesting the status of their project for written verification produced no reply.

RECOMMENDATION:

The Tower Review Committee, by unanimous decision, Conditionally Approves and Recommends the Applicant PTD to construct a new 107-ft tall tower as proposed; however, subject to any prevailing Zoning requirements, as well as to any Legal requirements in the event of a site dispute with previous applicant ECO.

The TRC requests that the advisory comments provided herein be forwarded to the Development Review Committee for further processing.

Sincerely,

Subject: Tower Review Committee Recommendation | AT# 17-022 | 07/25/17
Site Name: PTD – “Bengies Station” | 730 Wampler Rd, Middle River, MD 21220

The Baltimore County Tower Review Committee:



Richard A Bohn, Chief, Electronic Services / Baltimore County TRC Chairperson
Richard Sterba, Baltimore County Office of Budget & Finance / OIT Representative
Brett M Williams, Baltimore County Office of Planning

Attachments: 1. TRC Application dated 05/03/17
2. Affidavit by Property Owner dated 7/5/17
3. CTC Consultant's Report dated 07/11/17 (To BaCo Recipients Only)
4. TRC PTD Meeting Transcript for 6/27/2017

cc: Afflerbach, Lee -- Founder & Principal Engineer, CTC Technology & Energy
Behnke, John -- Prime Tower Development, o/b/o Sprint Corp.
Chase, Sabrina -- Deputy Chief Transactional Attorney, Baltimore County Office of Law
Fair, Donna -- Cell Tower Coordinator, Baltimore County OIT/Electronic Services
Farley-Phillips, Renee -- Assistant County Attorney, Baltimore County Office of Law
Stradling, Robert -- Director, Baltimore County Office of Information Technology
Vayner, Milana -- Assistant County Attorney, Baltimore County Office of Law

Tab 3

Option and Lease Agreement
(redacted)

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this 6 day of March, 2017 (the "Effective Date") by and between the Maryland Transportation Authority Police Lodge No. 34 Of The Fraternal Order Of Police, Inc., as optionor and, upon exercise of the option, lessor (the "Optionor") and Prime Tower Development, LLC, a Georgia limited liability company, as optionee and, upon exercise of the option, lessee ("Optionee" and collectively with Optionor as the "Parties" or each individually as a "Party").

ARTICLE I. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel or parcels of real property located in the County of Baltimore, State of Maryland, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (the "Option") to lease a certain portion of the Parent Parcel (hereinafter referred to as the "Property" or the "Premises"), measuring approximately twenty-five hundred (2,500 SF) square feet as described on attached Exhibit "B". Optionor agrees that Optionee may have access to the property adjoining the Premises for the sole purpose of ingress and egress to the Premises from the nearest public right-of-way along the property to the Premises as described on the attached Exhibit "B" and that the adjoining property used for the purposes of ingress and egress does not constitute part of the Premises. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a survey or site plan prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Agreement is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Option Initial Term shall be [REDACTED]

4. Extension of Option. This Option may be extended at the discretion of Optionee for one (1) additional period of one (1) year ("Option Renewal Term") by Optionee paying to Optionor the additional consideration of [REDACTED] ("Option Extension Consideration") prior to the expiration of the then existing term of this Option.

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Agreement, Optionor represents and warrants to Optionee and Optionee's successors and assigns that as of the Effective Date and at all times prior to termination of this Agreement:

(a) Optionor is the sole owner of the Property, and has good and marketable fee simple title to the Premises free and clear of all liens, pledges, encumbrances, claims and security interests other than those shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Premises. In the event that Optionee objects to any defect or cloud on title to the Premises, Optionee may declare this Agreement to be void and of no further force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor; and

(b) If Optionor is not an individual, then Optionor is duly organized, validly existing and in good standing under the laws of its state of organization or formation, and is duly qualified as necessary to transact business in the state where the Property is located. Optionor has the power and authority to execute, deliver and be bound by the each and every term of this Agreement and neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with, constitute and event of default under, or result in a breach of any term, condition or provision of (i) Optionor's certificate of incorporation, by-laws, partnership agreement or operating agreement, as applicable, or (ii) any other agreement to which Optionor is a party or by which Optionor is bound; and

(c) There are no pending or threatened legal, regulatory or administrative actions including bankruptcy or insolvency proceedings under any state or federal law, or any other suits, claims or causes of action against Optionor which may adversely affect Optionor's ability to perform under this agreement, or which may otherwise affect the Premises; and

(d) The Premises are not presently subject to an option, lease, or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants and agrees that Optionor shall not grant an option or enter into any contract which will affect the Premises until this Option expires or is terminated by Optionee; and

(e) Optionor has not dealt with any broker, agent or other person that may be entitled to any commission or compensation in connection with the transactions contemplated herein, except as has been disclosed to the Optionee prior to the Effective Date; and

(f) The Property is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", agricultural or timberland covenant, or any other conservation use program which restricts or limits development of the Premises, and the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval; and

(g) Neither this Agreement nor any statement, report or other document furnished or to be furnished by Optionor pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading.

6. Taxes. All ad valorem real property taxes and other special assessment taxes attributable to the Premises during the Option Initial Term and any Option Renewal Term of the Option shall be solely the responsibility of the Optionor, and the same shall be paid by Optionor as and when due.

7. Liquidated Damages. In the event this Agreement is terminated prior to the lease Commencement Date (as defined below) due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. It is understood and agreed by Optionor and Optionee that such amounts are in the nature of liquidated damages and not a penalty and that such sums are reasonable in light of the anticipated or actual harm caused by the default or breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. The liquidated damages set forth above shall be Optionor's exclusive remedy of for breach of this Agreement prior to the lease Commencement Date, and Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

Site Name: "BENGHIS STATION"
Site Number: PTD075MD

SK
JK

8. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees, independent contractors, and prospective licensee(s) and sublessee(s) the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, and engineering studies, and to conduct a survey of the Premises. Optionor shall provide Optionee with all necessary keys and access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

9. Further Acts. Optionor shall cooperate with Optionee in executing all documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises and shall take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state, and local governmental authorities which applications relate to Optionee's intended use of the Premises including, but not limited to, land use and zoning applications. Optionor agrees to cooperate with Optionee in obtaining, at Optionee's expense, all licenses, permits and other regulatory authorizations ("Government Approvals") associated with Optionee's Intended Use (as defined below) of the Premises.

ARTICLE II. GROUND LEASE AGREEMENT

1. Exercise of Option. Upon the tender of written notice of Optionee's election to exercise the Option, the terms of this Article II of the Agreement applying to the lease of the Premises shall immediately govern the relationship of the Parties, and this Agreement shall thereafter constitute a lease of the Premises from the Optionor (hereinafter, the "Lessor"), as lessor (hereinafter, the "Lessor") and Optionee, as lessee (hereinafter, the "Lessee"). The date of the written notice of the election to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

2. Use. The Premises may be used by Lessee for any lawful purpose, relating including to the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all Governmental Approvals associated with Optionee's Intended Use of the Premises. Lessee may construct additional improvements, demolish and reconstruct improvements, and restore, replace, and reconfigure improvements at any time and from time to time during the Initial Term and any Renewal Term of this Lease.

3. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth anniversary of the Commencement Date ("Initial Term").

4. Renewal Terms. Lessee shall have the right to extend this Lease for ten (10) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 5 (c) of this Article II. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

5. Consideration.

(a) During the Initial Term, Lessee shall pay Lessor the sum of [REDACTED] to be paid in equal monthly installments of [REDACTED]

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SK
TBY.

[REDACTED] as rental ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 19 of this Article II below; As additional rent, Lessee shall pay Lessor [REDACTED]

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination, all Rents paid in advance of the Termination Date for the period after the Termination Date shall be refunded to Lessee; and

(c) Lessee agrees to pay Lessor an annual escalation in Rent of [REDACTED]

6. Lessor's Representations and Warranties. In addition to Lessor's representations and warranties set forth in Paragraph 5 of Article I, Lessor represents and warrants that on the Commencement Date and at times during the Initial Term or any Renewal Term: (i) Lessee's Intended Use of the Premises as a site for the transmission and receipt of wireless communication signals, and for the construction and maintenance of towers, antennas or buildings and related facilities is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations; (ii) there are no easements, licenses, rights of use, or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises.

7. Conditions Subsequent. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund from Lessor of Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

8. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Additionally, Lessor agrees that during the Initial Term and any Renewal Terms, Lessor will not lease any other portion of the Parent Parcel to another tower company or wireless carrier.

9. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect, maintain, demolish and reconstruct, and restore, replace, and reconfigure on the Premises improvements, personal property, and facilities, including without limitation, towers, structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinets and shelters, and related facilities (collectively, the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SK
JK

Lessee, its successors and assigns, throughout the term and upon termination of this Lease. Lessee shall remove all of the above-ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, and other obstructions, and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Tower Facilities or Premises during the Initial Term or any Renewal Term. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee an easement in, over, across, and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor (i) agrees to cooperate with Lessee and to act reasonably in allowing the location of such utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s), and (ii) shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or to Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access to and from the Premises and an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right, and Lessor shall maintain access to the easement in a free and open condition so that no interference is caused to Lessee, or Lessee's licensee(s) or sublessee(s) and assigns by other lessees, licensees, invitees, or agents of the Lessor which may utilize the easement.

10. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit, or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) Immediately, by Lessee, in the circumstances set forth in Paragraph 8, Paragraph 13 or Paragraph 16 of this Article II; or

(d) By Lessee for any reason upon written notice from Lessee to Lessor.

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SA
JK

11. Subleases. Lessee at its sole discretion shall have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises and the Tower Facilities to others whose business includes the provision of wireless communication services and to governmental agencies. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings, and equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease.

12. Taxes. Lessee shall pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. All ad valorem real property taxes and other special assessment taxes attributable to the Premises, other than personal property taxes related to the Tower Facilities, during the Initial Term and any Renewal Term of the Lease shall be solely the responsibility of the Lessor, and the same shall be paid by Lessor as and when due; *provided, however*, that Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes written evidence of such to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

13. Damage or Destruction. If the Premises or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

14. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent, and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

15. Insurance. Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of Two Million Dollars (\$2,000,000.00).

16. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any contaminants, oils, asbestos, PCB's, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders, or other materials the removal of which is required or the maintenance of which is prohibited, regulated, or penalized by any federal, state, or local government authority ("Hazardous Materials") on, under, about, or within the Parent Parcel in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Parent Parcel in violation of any law or regulation. Lessee agrees that it will not use, generate, store, or

dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation. This Lease shall, at the option of Lessee, terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

17. Indemnification.

(a) *General.* Lessor, its heirs, personal representative, successors, successors-in-title, and assigns shall exonerate, hold harmless, indemnify, and defend Lessee from any claims, obligations, liabilities, costs, demands, damages, expenses, suits, and causes of action, including costs and reasonable attorneys' fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death, or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, agents, or independent contractors. Lessee shall exonerate, hold harmless, indemnify, and defend Lessor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits, and causes of action, including costs and reasonable attorneys' fees, (collectively, "Losses") which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death, or damage arises out of or is attributable to or results from the acts or omissions of Lessee.

(b) *Environmental Matters.* Lessor, its heirs, personal representatives, successors, successors-in-title, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all Losses and other environmental damages arising from the presence of Hazardous Materials upon, about, or beneath the Parent Parcel or migrating to or from the Parent Parcel or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee provided that the Lessor had actual knowledge of said hazardous condition at the time of the execution of this Lease. Lessee, its successors and assigns, shall indemnify, defend, reimburse, and hold harmless Lessor from and against any and all Losses and environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease. Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel which are required by any federal, state, or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about, or beneath the Property of a Hazardous Material. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports, and remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring, and actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material upon, about, or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(c) *Breach or Default.* Lessor and Lessee do hereby agree to mutually indemnify, defend and hold harmless each other against and in respect of all Losses resulting from or incident to any breach of this Agreement or any representation or warranty made by the Lessor/Optionor or Lessee/Optionee in Article I or Article II hereof.

(d) *Taxes.* Except with respect to any personal property taxes related to the Tower Facility, Lessor hereby agrees to indemnify, defend and hold harmless Lessee for any and all ad valorem

SK
JK

real property taxes or other taxes assessed by governmental authorities which are related to the Premises and any Losses associated therewith;

(c) Survival. The provisions of this Paragraph 17 of Article 11 shall continue in full force and effect following any termination of this Agreement and shall survive any sale or assignment of the Property by Lessor.

18. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: Maryland Transportation Authority Police Lodge No. 34 of the Fraternal Order of Police, Inc.
Address: 730 Wampler Road
Baltimore, MD 21220
Attention: James Kruszynski
Phone:
Fax:
Federal I.D. No.: 52-1543904

If to Lessee, to:

Name: Prime Tower Development, LLC
Address: 5755 North Point Parkway, Suite 37
Alpharetta, Georgia 30022
Attention: Steven Handmaker
Phone: (770) 512-7346
Fax: (770) 512-7361
Federal I.D.: 26-3992997

With a copy to:

Jeffrey B. Sladkus, Esq.
1827 Powers Ferry Road
Building 6, Suite 200
Atlanta, Georgia 30339
Phone: (404) 252-0900
Fax: (404) 252-0970

19. Title and Quiet Enjoyment. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense, or damage including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of the Property in a manner that interferes with operations of the Lessee. In the event that Lessor fails keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right, but not the obligation, to satisfy such lien or

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SA
TL

encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent.

20. Assignment. Every sublease, license, and assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease and the Tower Facilities without the consent of Lessor. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than sixty (60) days after the receipt of the default notice. If a termination, disaffirmance, or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease. Lessor shall not assign or transfer this Lease, or any of its rights hereunder, without the prior written consent of Lessee, which shall not be unreasonably withheld.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title, and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental, or consequential damages incurred by Lessor as a result of the construction, maintenance, operation, or use of the Premises by Lessee or its agents, licensees, or sublessees.

ARTICLE III MISCELLANEOUS

1. Attorney's Fees. If any Party hereto shall bring a proceeding against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing Party obtaining a final award in such action shall be entitled to receive from the non-prevailing Party reasonable attorneys' fees incurred by reason of such action and all costs of such proceeding and preparation thereof.

2. Estoppel Information. Each Party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

3. Merger/Amendment. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter set forth herein, and this Agreement supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind between

the Parties not set forth herein. Any amendments to this Agreement must be in writing and executed by Parties.

4. Broker Fees. If any Party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall indemnify, defend and hold the other Party harmless from any claims for commission by such broker.

5. Further Assurances. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including, but not limited to, affidavits relating to title curative measures and subordination and non-disturbance agreements, and to take all further action which Lessee may reasonably require as to effect the intent of this Lease.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which the Premises are situated.

7. Mediation. In the event of any dispute or claim arising out of or relating to the interpretation of this Agreement, or breach hereof (a "Claim"), prior to filing any claims in a court of law, the Parties shall then submit such Claim to non-binding mediation. The mediation may be initiated by the written request of either Party and shall commence within thirty (30) days of the receipt of such notice and shall be conducted in Baltimore City or Baltimore County, Maryland in accordance with such mediation procedures established by the mediator, unless otherwise agreed to by each of the Parties. The Parties agree to cooperate in good faith to agree upon the selection of a mediator and commence the mediation within the 30-day period following receipt of the request for mediation. The mediation shall not exceed a period of ten (10) days. Each Party shall bear its own expenses in connection with such mediation. The fees and expenses of the mediator shall be borne equally by the parties.

8. Jurisdiction and Venue. In the event that the Parties are not able to resolve a Claim by mediation or in the event that such Claim is not resolved within thirty (30) days of the commencement of the mediation, any Party may seek to resolve the Claim either in the Circuit Court for Baltimore County, Maryland or the United States District Court for the District of Maryland, Northern Division. The parties agree that Maryland shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement and each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

9. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE)), OR OTHERWISE RELATING TO THIS AGREEMENT.

10. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

11. Memorandum of Lease. Simultaneous with the execution of this Lease, upon request of the Lessee, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

12. Non-Disturbance and Attornment. In the event the Premises is encumbered by a mortgage or deed of trust, or a mortgage or deed of trust is refinanced or extended, Lessor agrees to make its best efforts to obtain and furnish, within thirty (30) days after written request by Lessee, a non-disturbance and

attornment agreement, in form and content acceptable to Lessee, to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

13. Title Insurance. Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing all documentation required by Lessee's title insurance company.

14. Appointment for Government Approvals. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state, and local governmental authorities which applications relate to Lessee's intended use of the Premises including, but not limited to, land use and zoning applications.

15. Counterparts. This Agreement may be executed in two or more counterparts, including facsimile counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties, it being understood that all Parties need not sign the same counterpart.

16. Other Leases. Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

17. Time of Essence. Time is of the essence of each and every provision of this Agreement.

18. Confidentiality. Lessor shall not disclose to any third party the Option Consideration or Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, and Lessor's affiliates and attorneys, or as may be required by law, or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days' written notice thereof to Lessor.

[Signatures begin on the following page]

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SA
rc

IN WITNESS WHEREOF, Optionor and Optionee have executed this Memorandum of Option and Ground Lease Agreement as of the Effective Date.

OPTIONOR/LESSOR:

Maryland Transportation Authority Police
Lodge No. 34 Of The Fraternal Order Of
Police, Inc.

By: [Signature]

Print Name: James Kruszynski

Title: President

ACKNOWLEDGMENT

(for a Corporation, Partnership, or Limited Liability Company)

STATE OF Maryland

CITY OF Baltimore

BEFORE ME, the undersigned authority, on this day personally appeared James Kruszynski as President of Maryland Transportation Authority Police Lodge No. 34 Of The Fraternal Order of Police, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said entity, and that (s)he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of March, 2017.

[Signature]
Notary Public

My Commission Expires: 10/25/2019

[AFFIX NOTARY SEAL]

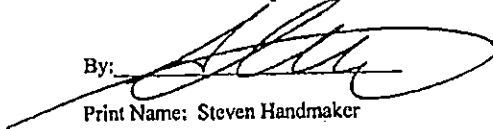


Site Name: "BENGIES STATION"
Site Number: PTD075MD

[Signature]
rc

OPTIONEE/LESSEE:

Prime Tower Development, LLC

By: 

Print Name: Steven Handmaker

Title: Manager

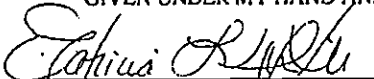
ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF FULTON

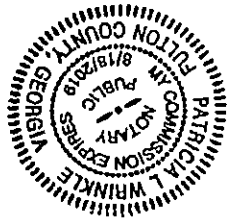
BEFORE ME, the undersigned authority, on this day personally appeared Steven Handmaker, Manager of Prime Tower Development, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said entity, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of March, 2017.


Notary Public

My Commission Expires: 8/18/2019

[AFFIX NOTARY SEAL]



Site Name: "DENCHES STATION"
Site Number: PTD075MD



EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL (1 of 2)

The Parent Parcel is described and/or depicted as follows:

KNTY CIRCUIT COURT (Land Records) RDA Jr. 30083, p. 0315, MSA_CE62_28936, Date available 1/08/2010, Printed

BEGINNING FOR THE FIRST AT A POINT IN THE NORTH 50 DEGREES EAST 86.8 PERCHES LINE OF THE 2ND PARCEL DESCRIBED IN A DEED DATED APRIL 13, 1928, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER W.P.C. NO. 655, FOLIO 273, WAS CONVEYED BY THE ROSEDALE PERMANENT BUILDING AND LOAN ASSOCIATION OF BALTIMORE COUNTY TO JAMES GRUSZ AND ANNA GRUSZ, HIS WIFE, DISTANT 200 FEET SOUTHWESTERLY MEASURED ALONG SAID 86.8 PERCHES LINE, FROM THE END OF THE FIRST LINE OF THE LOT OF GROUND DESCRIBED IN A DEED DATED AUGUST 14, 1948 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN R.J.S. NO. 1484, FOLIO 189, WAS CONVEYED BY JAMES GRUSZ AND ANNA GRUSZ, HIS WIFE, TO HAROLD E. WILLIAMS AND WIFE; AND RUNNING THENCE FROM SAID PLACE OF BEGINNING FOR A LINE OF DIVISION HERETOFORE MADE, THE TWO FOLLOWING COURSES AND DISTANCES, VIZ: SOUTH 38 DEGREES EAST 149.20 FEET AND SOUTH 32 DEGREES 09 FEET 30 INCHES EAST 172.81 FEET TO THE END OF THE 4TH LINE OF THE LOT OF GROUND DESCRIBED IN A DEED DATED JULY 7, 1941, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER C.H.K. NO. 1172, FOLIO 198 WAS CONVEYED BY JAMES GRUSZ AND WIFE TO FRANK J. GRUSZ AND WIFE; THENCE BINDING ON THE 5TH LINE OF SAID LAST MENTIONED DEED AND RUNNING SOUTH 38 DEGREES EAST 210 FEET TO THE CENTER OF A 20 FOOT RIGHT OF WAY FOR INGRESS AND EGRESS TO AND FROM WAMPLER ROAD TO INTERSECT THE 3RD LINE OF THE LOT OF GROUND DESCRIBED IN A DEED DATED JULY 2, 1941 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER C.W.B. NO. 1170, FOLIO 412, WAS CONVEYED BY JAMES GRUSZ AND WIFE TO WALTER GRUSZ; THENCE BINDING ON PART OF SAID 3RD LINE OF SAID LAST MENTIONED DEED AND BINDING ON THE CENTER OF SAID 20 FOOT RIGHT OF WAY TO BE USED IN COMMON WITH OTHERS ENTITLED THEREOF, SOUTH 52 DEGREES WEST 102.41 FEET TO THE END OF SAID 3RD LINE OF SAID LAST MENTIONED DEED; THENCE BINDING ON THE 4TH LINE OF SAID LAST MENTIONED DEED AND RUNNING SOUTH 38 DEGREES EAST 210 FEET TO THE END OF SAID 4TH LINE OF SAID LAST MENTIONED DEED; THENCE SOUTH 52 DEGREES WEST 451.50 FEET; THENCE NORTH 38 DEGREES 06 FEET WEST 741.20 TO INTERSECT THE ABOVE MENTIONED NORTH 50 DEGREES EAST 86.8 PERCHES LINE; THENCE NORTH 52 DEGREES EAST, BINDING ON PART OF SAID 86.8 PERCHES LINE, 572.80 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, CONTAINING 0.0 ACRES OF LAND MORE OR LESS.

[Continued on the following page]

Site Name: "BENGIES STATION"
Site Number: PTD075MD

JK

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL (2 of 2)

030083 316

SAVING AND EXCEPTING ALL THAT LOT OF GROUND AS DESCRIBED IN A DEED DATED JUNE 1, 1977 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER ENK, JR. NO. 5772, FOLIO 922, CONTAINING .14 ACRES, MORE OR LESS, FROM MIDDLE RIVER MEMORIAL POST #8840 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC., UNTO NEIL R. DUFFIELD AND AVIS DUFFIELD, HIS WIFE

BEGINNING FOR THE SECOND AT THE INTERSECTION OF WAMPLER ROAD WITH THE CENTER LINE OF A 20 FOOT RIGHT OF WAY, SAID POINT OF BEGINNING BEING THE BEGINNING OF THE THIRD OR SOUTH 50 DEGREES 38 FEET WEST 253.90 FOOT LINE OF THE 1 ACRE PARCEL OF LAND WHICH, BY DEED DATED JUNE 14, 1982 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. NO. 4002, FOLIO 405, WAS CONVEYED BY EDWARD J. GRUSZ AND WIFE TO NEIL R. DUFFIELD AND WIFE; AND THENCE RUNNING WITH AND BINDING ON PART OF SAID THIRD LINE ALONG THE CENTER OF SAID 20 FOOT RIGHT OF WAY, SOUTH 50 DEGREES 38 FEET WEST 151.49 FEET TO THE END OF SAID RIGHT OF WAY, THENCE CONTINUING ON PART OF SAID THIRD LINE, SOUTH 50 DEGREES 38 FEET WEST 40 FEET, THENCE RUNNING FOR NEW LINES OF DIVISION (THESE LINES TO BE THE SOUTH SIDE OF A 30 FOOT RIGHT OF WAY) NORTH 77 DEGREES 11 FEET 54 INCHES EAST 44.72 FEET, NORTH 50 DEGREES 38 FEET EAST 100.33 FEET, SOUTH 72 DEGREES 28 FEET 09 INCHES EAST 10.91 FEET, AND NORTH 50 DEGREES 38 FEET EAST 32.31 FEET TO THE CENTER LINE OF WAMPLER ROAD, AND TO INTERSECT THE 2ND LINE IN DEED ABOVE REFERRED AND THENCE RUNNING WITH AND BINDING ON PART OF SAID 2ND LINE ALONG THE CENTER LINE OF WAMPLER ROAD NORTH 15 DEGREES 30 FEET WEST 31.87 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.12 ACRES OF LAND.

BEING THE SAME lot of ground described in a Deed dated March 12, 2010, and recorded among the Land records of the County of Baltimore, State of Maryland, in Liber SM No. 29310, folio 180, was granted and conveyed by Glen-Mar VPW Post 8840 Incorporated unto Melvin A. Braun and Robert B. Munson.

SA_CED_20938 Date available 11/06/2010 Printed 02/24/2017

Site Name: "BENGIES STATION"
Site Number: PTD075MD

SA
JK

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 50' x 50' tract of land, together with easements for ingress and egress and utilities described or depicted as follows:



Lessee Initials: *[Signature]*

Lessor Initials: *[Signature]*

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Width and locality of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

Site Name: "BENGIES STATION"
Site Number: PTD075MD

[Handwritten signature]

EXHIBIT "C"

LIENS AND ENCUMBRANCES

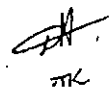
Any and all real property taxes not yet due and payable.

Any and all mortgages encumbering the Property.

4823-7545-6836, v. 1

Site Name: "BENGIES STATION"
Site Number: PTD075MD

C-1

Handwritten signature and initials, possibly "JH" and "MK", in the bottom right corner.

100% Recycled 30% PCW



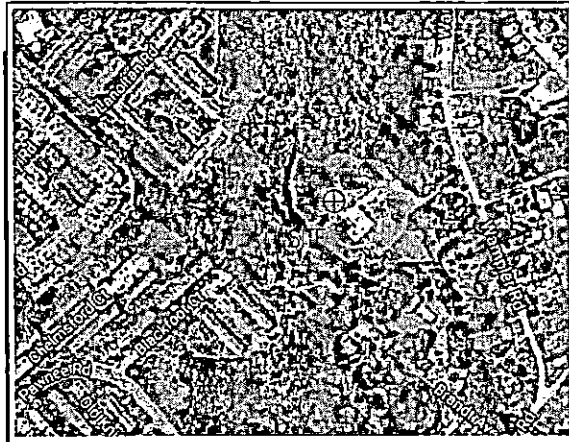
Tab 4

Zoning Drawings (ZDs)

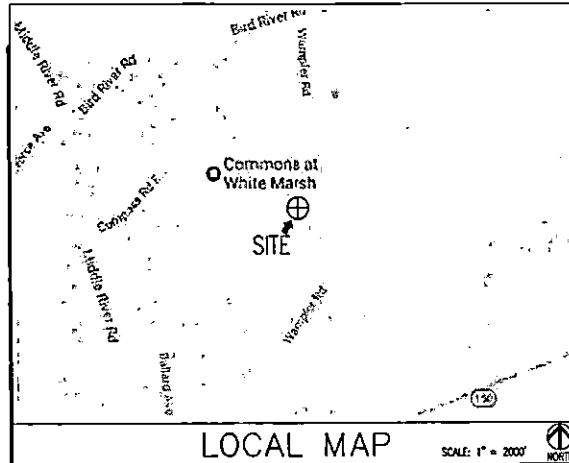
★ 12 copies 11" x 17" included w/ package

SITE NUMBER:
PTD075MD

SITE NAME:
BENGIES STATION



VICINITY MAP SCALE: 1" = 500'



LOCAL MAP SCALE: 1" = 200'

DIRECTIONS TO SITE (STARTING ALONG MD-285 N ENTERING MARYLAND):
ALONG MD-285 N ENTERING MARYLAND: TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-95S NORTH TOLL ROAD STOP FOR TOLL BOOTH 10.0 MI KEEP STRAIGHT ONTO I-95 N 7.5 MI AT EDC 81, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR US-40 EAST 4.2 MI KEEP RIGHT TOWARD MD-700 E / MARTIN BLVD 0.1 MI KEEP STRAIGHT ONTO MD-700 E / MARTIN BLVD 1.8 MI TURN LEFT ONTO PARKVIEW RD 374 FT. TURN RIGHT ONTO MACHOLAN AVE 354 FT. TURN LEFT ONTO WAMPLER RD 0.8 MI KEEP LEFT TO STAY ON WAMPLER RD 0.2 MI ARRIVE AT SITE ON THE LEFT.

PLAN TO ACCOMPANY PETITIONS FOR
SPECIAL HEARING AND SPECIAL EXCEPTION.



PROJECT DESCRIPTION:

PROPOSED 105' MONOPOLE WITH A 2' LIGHTNING
ROD IN A NEW FENCED COMPOUND

DIG ALERT:

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING 811 OR (800) 257-7777

EMERGENCY:

CALL 911

APPROVAL			
PRIME TOWER DEVELOPMENT, LLC EQUIPMENT APPROVAL	SIGNATURE	PHONE NUMBER	DATE
PRIME TOWER DEVELOPMENT, LLC CONSTRUCTION COORDINATOR	SIGNATURE	PHONE NUMBER	DATE
PRIME TOWER DEVELOPMENT, LLC REAL ESTATE COORDINATOR	SIGNATURE	PHONE NUMBER	DATE
BY PRIME TOWER DEVELOPMENT, LLC APPROVAL	SIGNATURE	PHONE NUMBER	DATE

REVISION			
SET NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			
8			

ARCHITECTURAL AND ENGINEERING FIRM:
DC ARCHITECTS ENGINEERS, PLLC
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000 CONTACT: BRIAN QUINN
FAX: (703) 671-6300 PROJECT MANAGER

SURVEYOR:
POINT TO POINT LAND SURVEYORS
228 E. ROOSEVELT BLVD., SUITE 204
MOUNT AIRY, NC 27171
TEL: (703) 703-8319 CONTACT: DAVID M. MILLER
FAX: (703) 703-8324 (703) 703-8319

UTILITIES:
POWER COMPANY:
COMPANY NAME: PECO
CONTACT: CUSTOMER SERVICE
TEL: (202) 833-7500

TELEPHONE COMPANY:
COMPANY NAME: VERIZON
CONTACT: CUSTOMER SERVICE
TEL: (800) 922-0204

PARCEL OWNER:
MD TRANSPORTATION AUTHORITY
730 WAMPLER ROAD
MIDDLE RIVER, MD 21224
SITE NUMBER:
PTD075MD
SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21223
CONTACT: JAMES KRUSENBERG
MOBILE: (443) 677-7103

APPLICANT BUILDING INFO:
PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY
SUITE 37 ALPHARETTA, GA 30022
ATTN: STEVE HANCOCKER
MOBILE: (770) 335-1057

PROJECT DESCRIPTION:
AN UNARMED RADIO TELECOMMUNICATIONS FACILITY
CONSISTING OF A PROPOSED 105' MONOPOLE WITH A 2' LIGHTNING
ROD IN A NEW FENCED COMPOUND

ADA COMPLIANCE:
FACILITY IS UNARMED AND NOT FOR HUMAN PROTECTION

GEOGRAPHIC COORDINATES:
LATITUDE: N 37° 20' 36"
LONGITUDE: W 77° 25' 16"
GROUND ELEVATION: 56.7' ASL

CODE COMPLIANCE:
BIC 2015
REC 2014

SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION
A-0	SITE PLAN
A-1	COMPOUND PLAN
A-2	TOWER ELEVATION
A-3	FENCE, GATE, AND COMPOUND CROSS SECTION DETAIL

SHEET INDEX

PROJECT DATA:
COUNTY: BALTIMORE COUNTY
TAX PARCEL NUMBER: 0030 0005 1078
ACCOUNT NUMBER: 15-1600001544
ZONING MAP: DB-3
DEED REFERENCE: DEED BOOK 30083, PAGE 315
PROPOSED USE: COMMERCIAL
ELECTION DISTRICT: 15
COUNTY COUNCIL DIST.: 5
PRIOR SPECIAL EXCEPTION APPROVAL: REC 170115 ET. SEC. SECTION 425 ET. SEC.
APPLICABLE ZONING CODE: 775-0233

CONSULTING TEAM

PROJECT SUMMARY

PROJECT DATA

ISSUED FOR ZONING



PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND REPRODUCTION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION OF ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE FORMAL FURTHER EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BC
architects
engine

5601 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION
NO. DESCRIPTION BY DATE
1 CLIENT COM. NP 08/04/17
2 ATTN. COM. NP 08/07/17

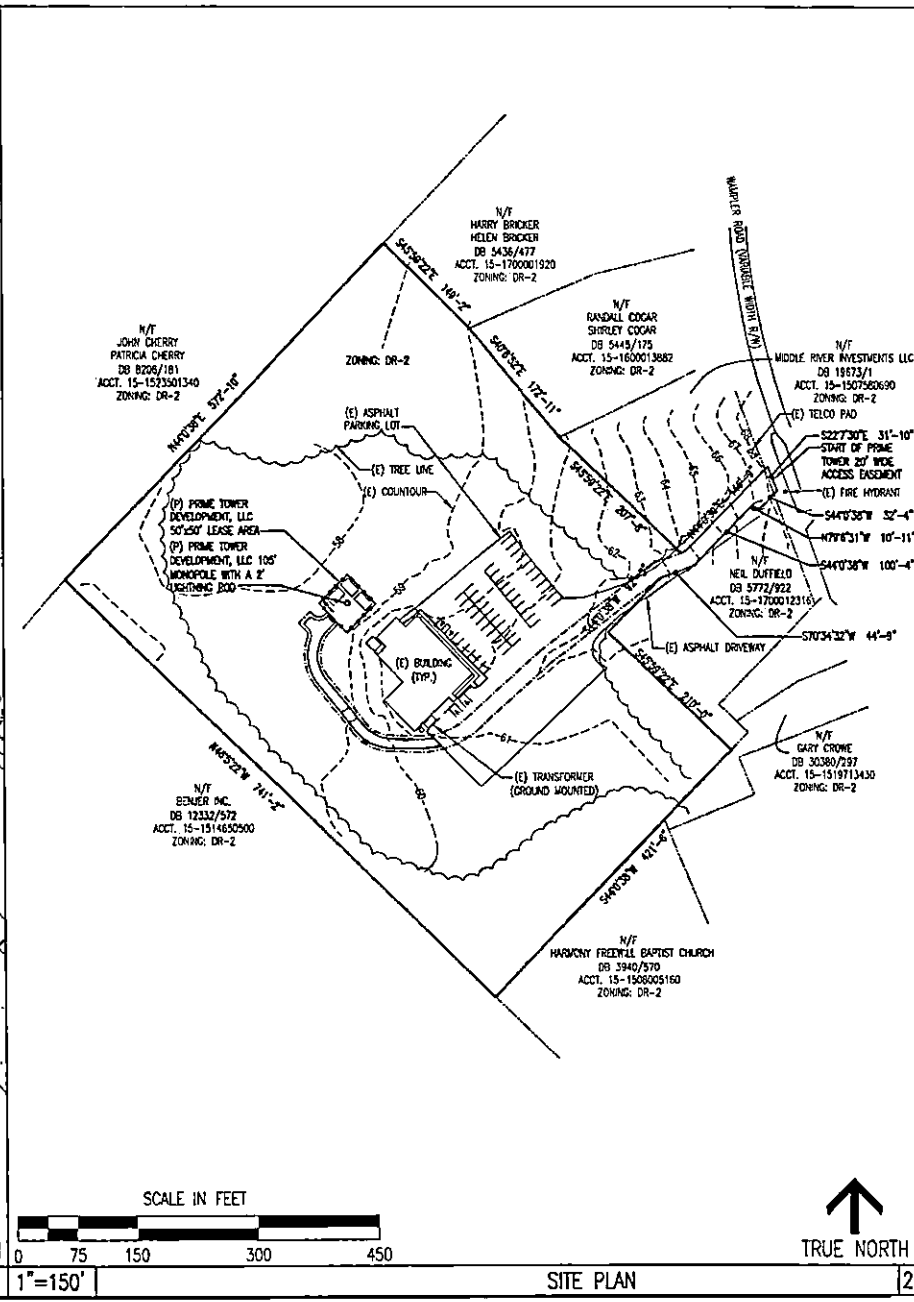
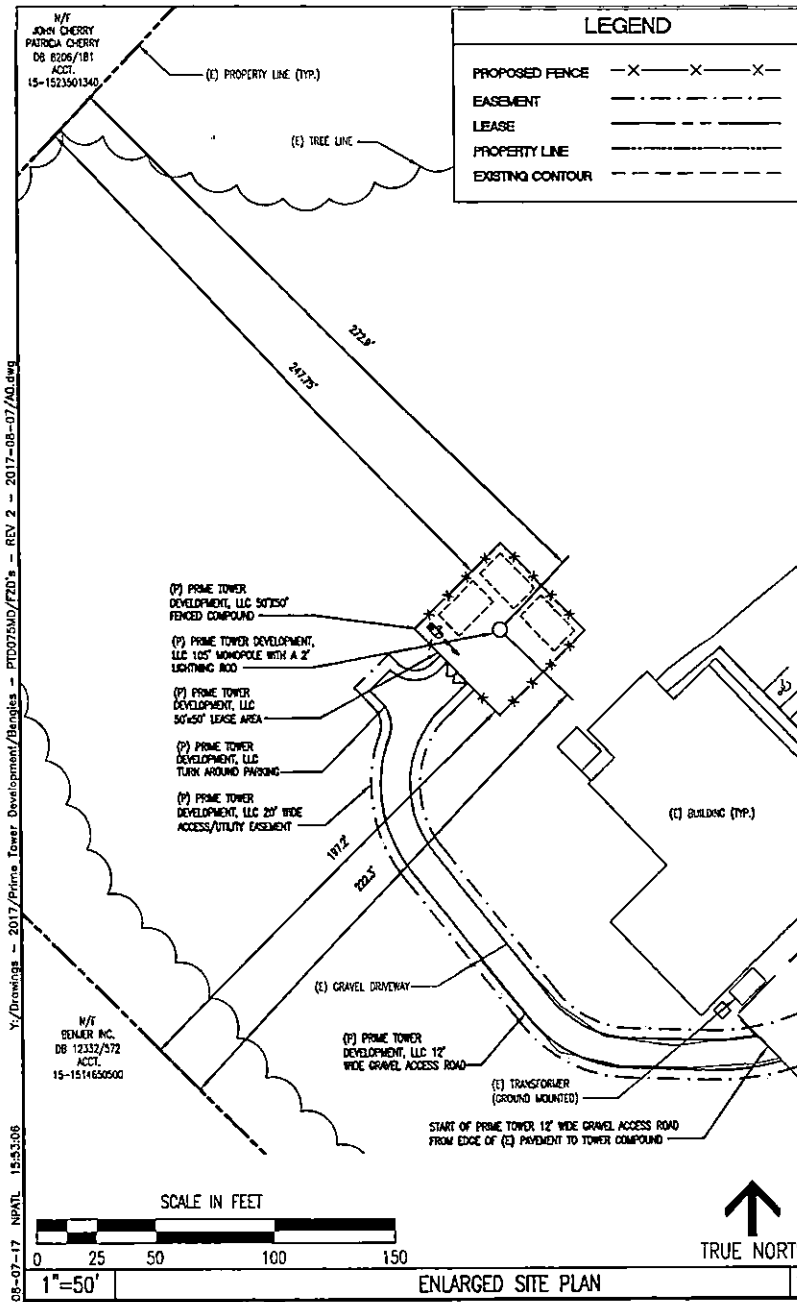
SITE NUMBER:
PTD075MD
SITE NAME:
BENGIES STATION
SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



PROFESSIONAL CERTIFICATE
I CERTIFY THAT THESE DRAWINGS
PREPARED OR APPROVED BY
THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER IN THE
STATE OF MARYLAND
LICENSE NUMBER 24552, EXPIRATION
DATE 11/17/17.

DRAWN BY: NP
CHECKED BY: BMG
DATE DRAWN: 07-24-17
SUBMISSION: FINAL 2D'S

SHEET TITLE:
VICINITY MAP
AND GENERAL
INFORMATION
SHEET NUMBER: T-1
REV. # 2



PTD
PRIME TOWER DEVELOPMENT, LLC
3750 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AND MODIFICATIONS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND REPRODUCTION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PROVIDED. REUSE, REPRODUCTION OR PUBLICATION BY ANY PERSON, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND WITHOUT CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BC
architects
engine

5081 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22044
TEL: (703) 671-4644
FAX: (703) 671-4600

SHEET REVISION

NO.	DESCRIPTION	BY	DATE
1	CLIENT COM.	NP	08/04/17
2	ATTN: COM.	NP	08/07/17

SITE NUMBER:
PTD075MD

SITE NAME:
BENGIES STATION

SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220

STATE OF MARYLAND
CHRISTOPHER B. WOOD
PROFESSIONAL ENGINEER
No. 24551

PROFESSIONAL CERTIFICATION:
I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME OR THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MARYLAND. LICENSE NUMBER 24551, EXPIRATION DATE 11/17/17.

DRAWN BY: NP

CHECKED BY: BMQ

DATE DRAWN: 07-24-17

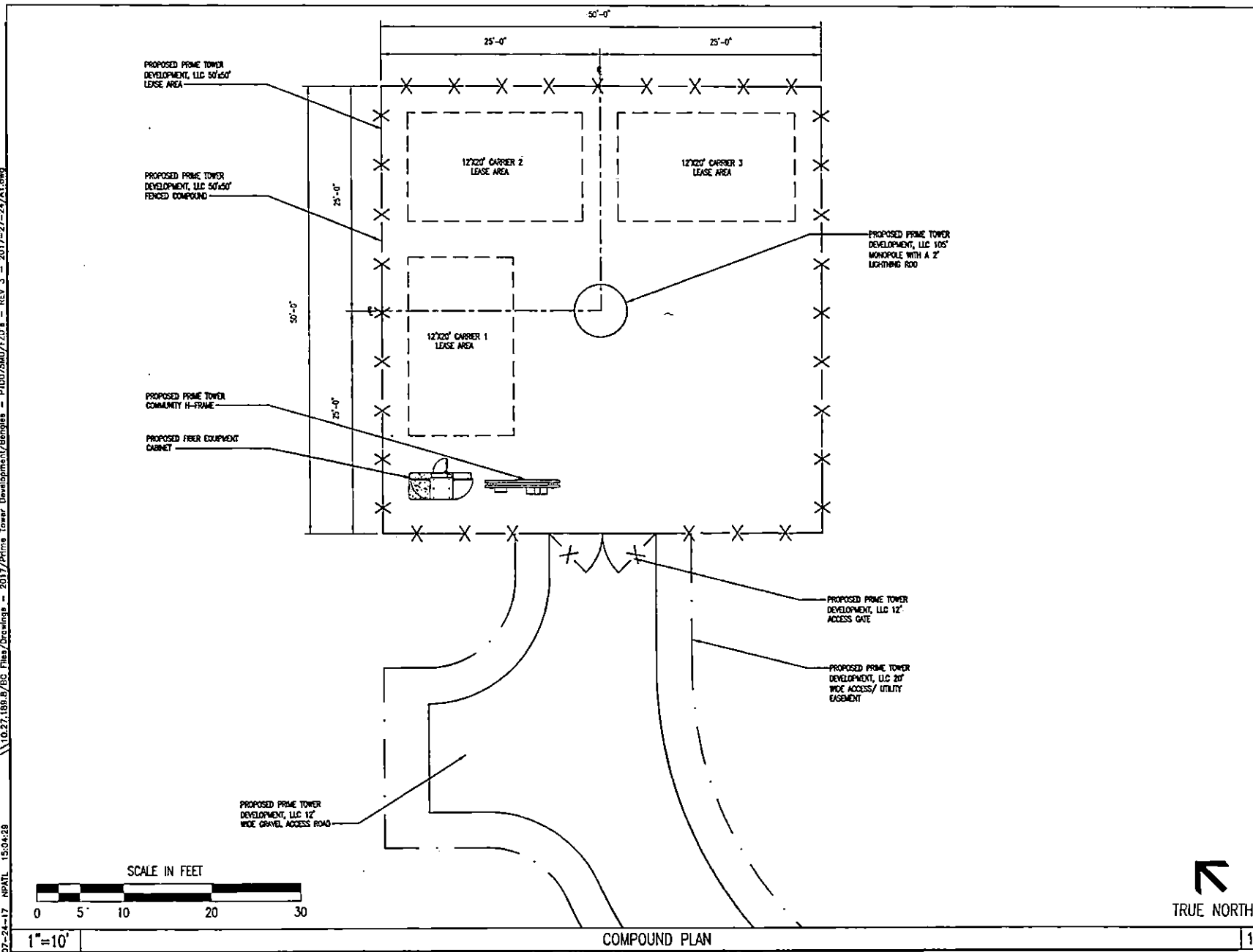
SUBMISSION: FINAL 220'S

SHEET TITLE:

SITE PLAN

SHEET NUMBER: A-0 **REV. #** 2

07-24-17 NPATL 15:04:28 \\0.27.188.8\BC_Files\Drawings - 2017\Prime Tower Development\Benches - PTD075MD\TDS - REV 3 - 2017-27-24\A1.dwg





PTD
PRIME TOWER DEVELOPMENT, LLC
5750 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AND INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND REPRODUCTION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR INSTRUMENTS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND WITHOUT CONTACT WITH THEM SHALL CONSTITUTE FRAUD. EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.



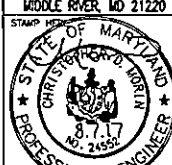
BC
architects
engine
5051 COLLINGWOOD, SUITE 101
FALLS CHURCH, VA 22041
TEL: (703) 891-4500
FAX: (703) 891-4500

SHEET REVISION		
NO.	DESCRIPTION	DATE
1	CLIENT COM. NIP 08/04/17	
2	ATTY. COM. NIP 08/07/17	
3		
4		
5		

SITE NUMBER:
PTD075MD

SITE NAME:
BENCHES STATION

SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



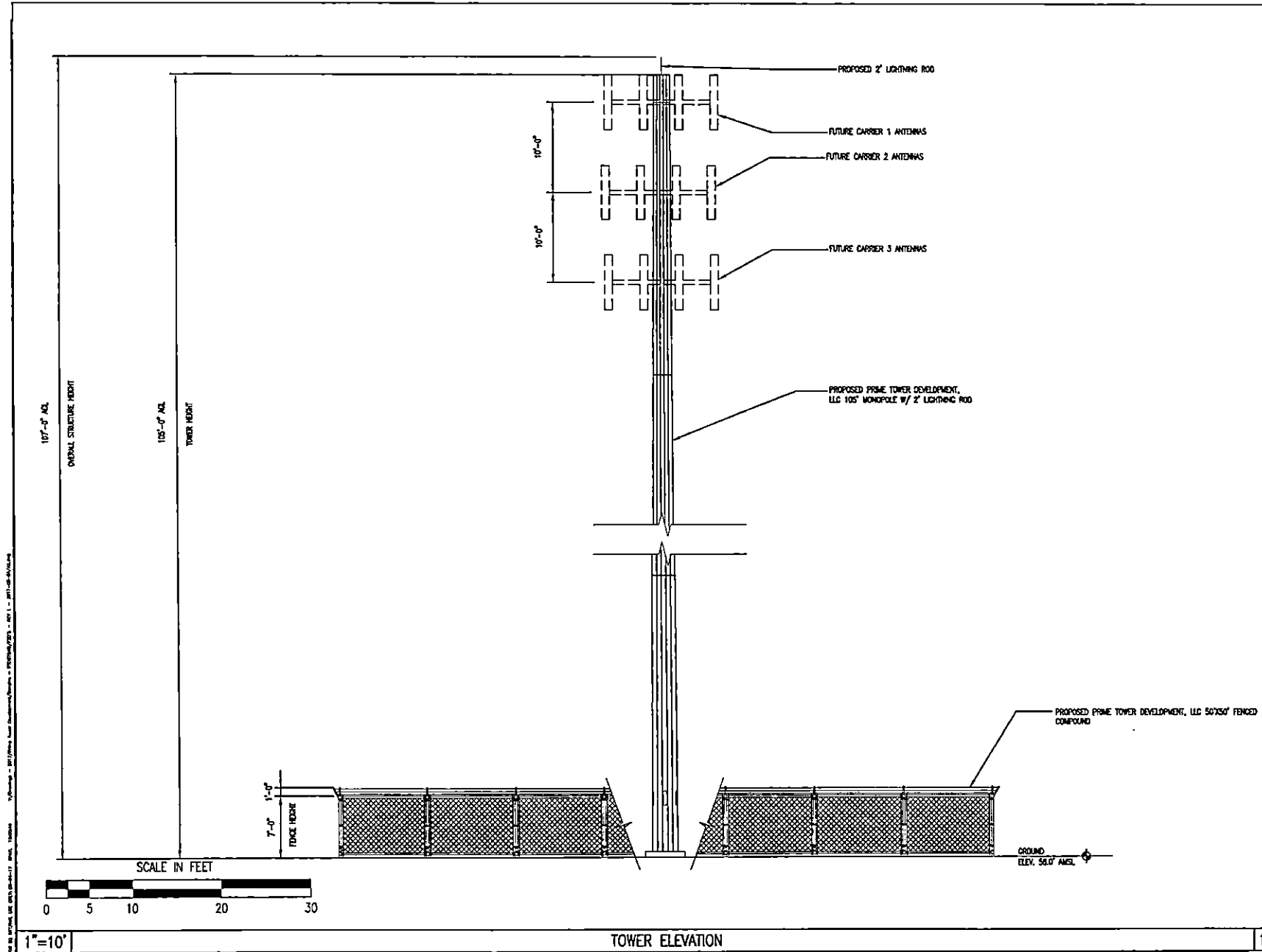
STATE OF MARYLAND
CHRISTOPHER M. MORAN
8.7.17
NO. 24552
PROFESSIONAL ENGINEER

PROFESSIONAL CERTIFICATE:
I CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY
ME, THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER IN THE
STATE OF MARYLAND, AND THAT I AM
THE ENGINEER OF RECORD FOR THIS
PROJECT. DATE 11/17/17

DRAWN BY:	MD
CHECKED BY:	EMD
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL 2D'S

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:	REV. #
A-1	2



PTD
PRIME TOWER DEVELOPMENT, LLC
2505 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE FORMAL FIDELITY EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BC
architects
engineers

SUITE COLUMBIA FIVE 9
FALLS CHURCH, VA 22041
TEL (703) 671-6000
FAX (703) 671-6300

NO.	DESCRIPTION	BY	DATE
1	CLIENT COM. N.P.	08/04/17	
2	ATTN: COM. N.P.	08/07/17	
3			
4			
5			

SITE NUMBER:
PTD075MD
SITE NAME:
BENGIES STATION
SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220

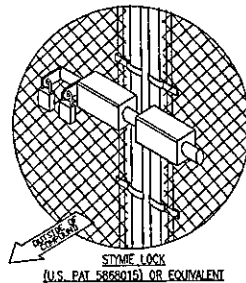
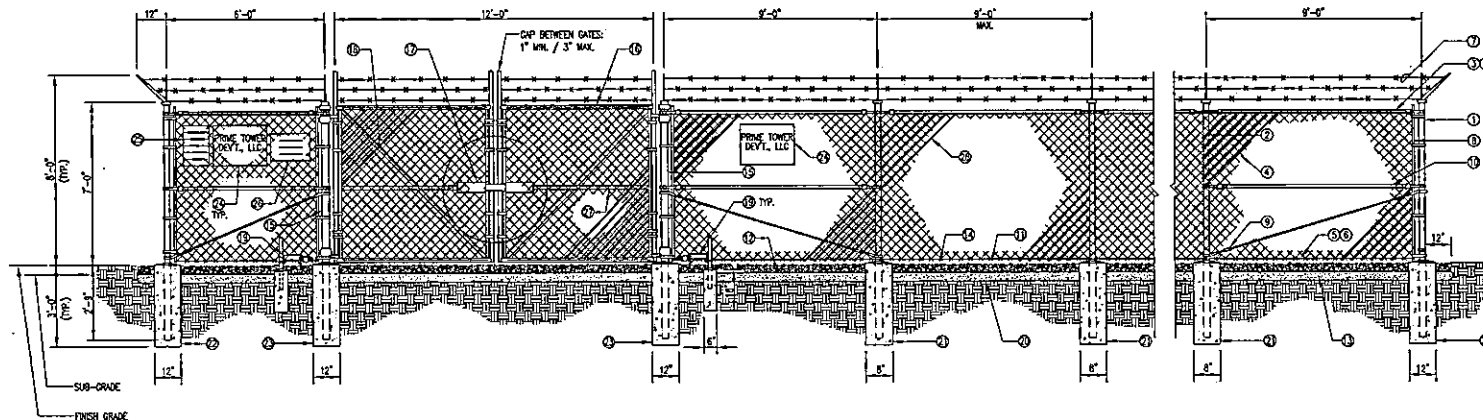


PROFESSIONAL CERTIFICATE
CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY
ME OR UNDER MY CLOSE PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER IN THE
STATE OF MARYLAND.
LICENSE NUMBER 24551, EXPIRATION
DATE 11/11/17.

DRAWN BY:	HP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL 2D'S

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:	REV. #
A-2	2



REFERENCE NOTES:

- ① CORNER END OR FULL POST: 4" SCHEDULE 40 PIPE.
- ② LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083.
- ③ LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- ④ TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- ⑤ FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- ⑥ TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS.
- ⑦ A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- ⑧ TENSION WIRE: 9 GA. GALVANIZED STEEL.
- ⑨ BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 FT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- ⑩ STRETCHER BAR.
- ⑪ 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- ⑫ FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- ⑬ 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- ⑭ 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑮ 4" COMPACTED 55% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑯ FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- ⑰ GATE POST: 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 10 FEET OR 20 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- ⑱ GATE FRAME: 1 1/2" PIPE SCH. 40, PER ASTM-F1083.
- ⑲ G.C. FURNISH & INSTALL STYMELOCK & MASTER LOCK #175 W/ ATC COMBOSSET.
- ⑳ GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- ㉑ DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- ㉒ GEOTEXTILE FABRIC: MIRAFI 500X.
- ㉓ LINE POST: CONCRETE FOUNDATION (3000 PSI).
- ㉔ CORNER POST: CONCRETE FOUNDATION (3000 PSI).
- ㉕ GATE POST: CONCRETE FOUNDATION (3000 PSI).
- ㉖ 18" x 24" PRIME TOWER DEVELOPMENT, LLC SIGN.
- ㉗ 12" x 18" YELLOW CAUTION SIGN.
- ㉘ 12" x 18" EMPLOYEE NOTICE SIGN.
- ㉙ GATE FRAME BRACE: 1 5/8" DIAMETER.
- ㉚ VINYL SLATS.

GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567.
2. INSTALL SWING GATES PER ASTM F- 900.
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (NOT DUP. ASTM A132 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

STORE EXTRA PARTS OF MULTI-LOCK DEVICE IN TELCO CABINET.

NO PLUNGER OR MUSHROOM REQUIRED.

N.T.S.

FENCE, GATE AND COMPOUND CROSS SECTION DETAIL

1



PRIME TOWER DEVELOPMENT, LLC
5255 NORTH POINT PARKWAY, SUITE 37
ALHAMBRA, CA 91802

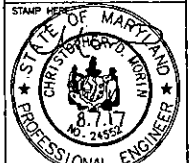
THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND REPRODUCTION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACQUIESCENCE OF THESE RESTRICTIONS.

BC
architects
engine

5681 COLUMBIA PIKE, 5
FALLS CHURCH, VA 22041
TEL: (703) 871-4800
FAX: (703) 871-4500

SHEET REVISION		
NO.	DESCRIPTION	DATE
1	CLIENT COM. INF. 08/04/17	
2	ATTY. COM. INF. 08/07/17	
3		
4		
5		

SITE NUMBER:
PTD075MD
SITE NAME:
BENGIES STATION
SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



PROFESSIONAL CERTIFICATION
I CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY
ME OR A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MARYLAND,
LICENSE NUMBER 24552, EXPIRATION
DATE 11/12/17.

DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-26-17
SUBMISSION:	FINAL 2D'S

SHEET TITLE:
**FENCE, GATE AND
COMPOUND CROSS
SECTION DETAIL**

SHEET NUMBER:	REV. #
A-3	2

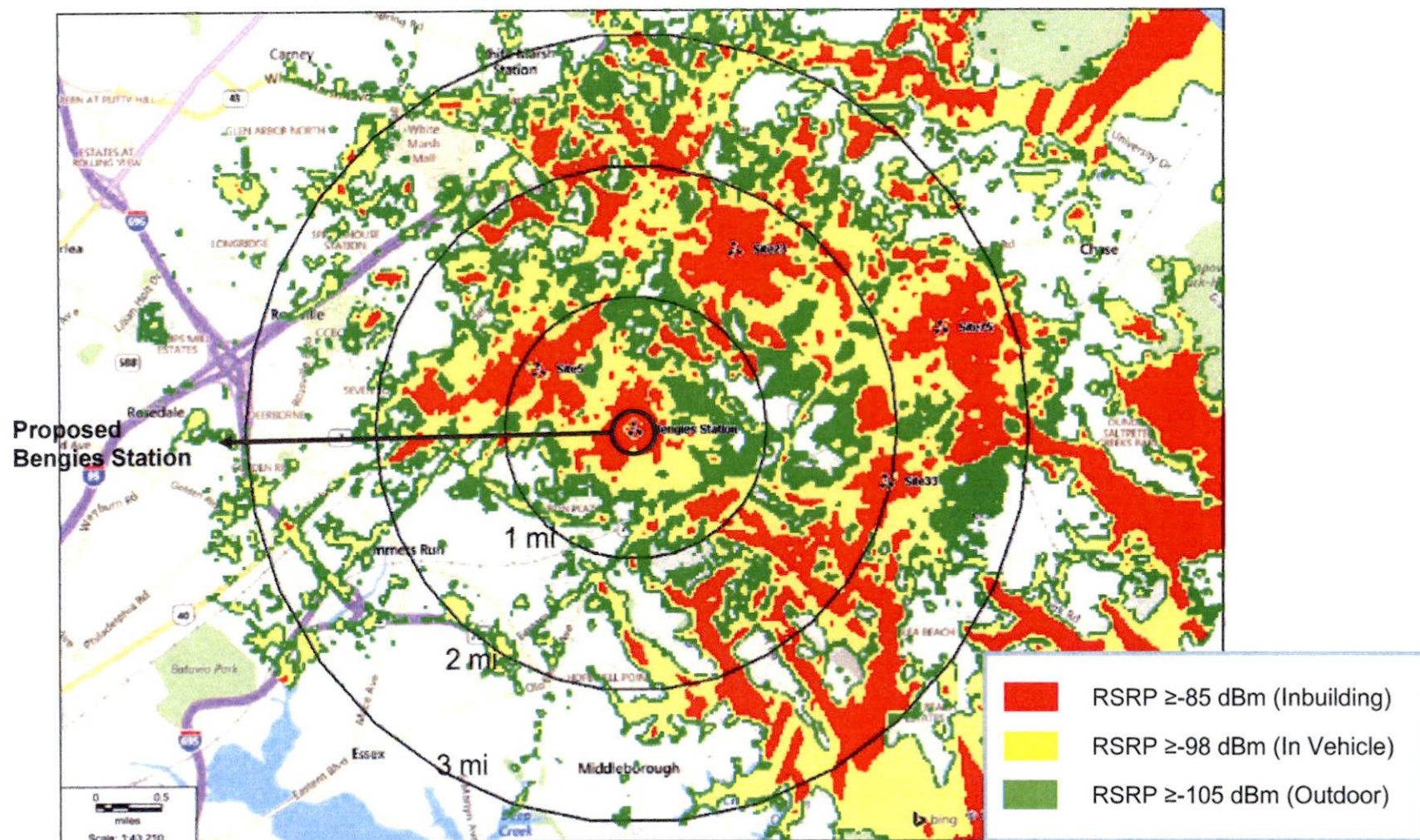
100% Recycled 30% PCW



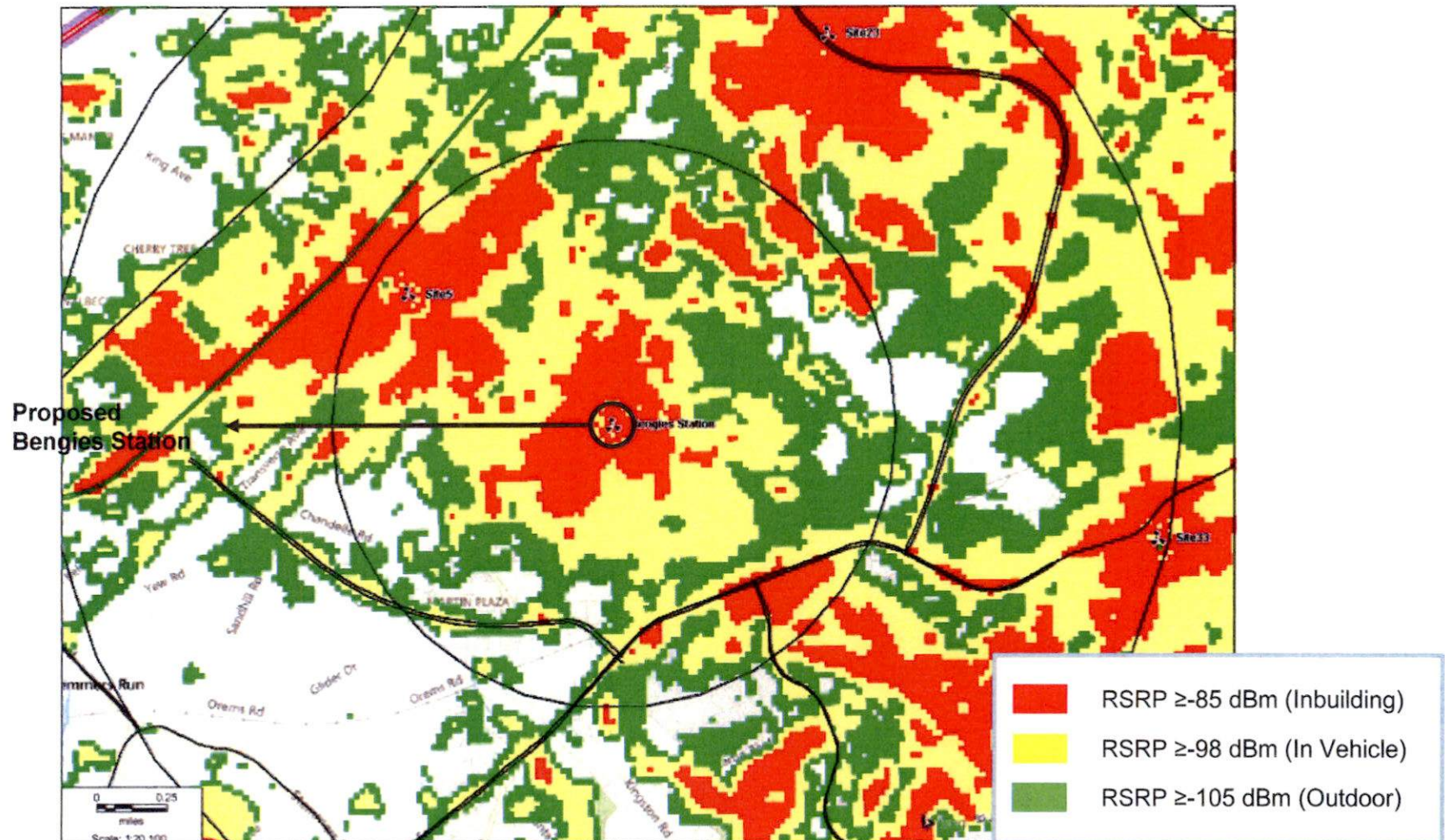
Tab 5

RF Propagation Map of
Expected Coverage at 104'

Expected Coverage With Bengies Station @ 104' Rad Center



Expected Coverage With Bengies Station @ 104' Rad Center – Zoomed In



100% Recycled 30% PCW



Tab 6

Letters to SX Middle River
Civic Council and Windlass
Run Improvement Association
dated May 18, 2017 and
June 30, 2017



May 18, 2017

SX Middle River Civic Council
Attn: Robert Bendler
P.O. Box 5031
Baltimore, Maryland 21221

Dear Mr. Bendler:

Prime Tower Development is making plans to construct a new wireless telecommunications facility later this year which includes a 107' tower for antenna and corresponding ground equipment for operations.

The purpose of the new development is to provide both current and future wireless capacity and coverage improvement to residents, businesses and vehicle traffic in the area surrounding the site and to bolster E911 service for public safety.

The proposed location will be at 730 Wampler Road.

If you have any questions or concerns please feel free to contact me.

Thank you,

A. John Behnke
Project Manager
901-494-1559



May 18, 2017

Windlass Run Improvement Association
Attn: Randy Cogar
1515 Martin Blvd.
Baltimore, Maryland 21220

Dear Mr. Cogar:

Prime Tower Development is making plans to construct a new wireless telecommunications facility later this year which includes a 107' tower for antenna and corresponding ground equipment for operations.

The purpose of the new development is to provide both current and future wireless capacity and coverage improvement to residents, businesses and vehicle traffic in the area surrounding the site and to bolster E911 service for public safety.

The proposed location will be at 730 Wampler Road.

If you have any questions or concerns please feel free to contact me.

Thank you,

A. John Behnke
Project Manager
901-494-1559



June 30, 2017

SX Middle River Civic Council
Attn: Robert Bendler
P.O. Box 5031
Baltimore, Maryland 21221

Dear Mr. Bendler:

In an effort to keep you informed, this is follow up from our May 18th, 2017 correspondence. On Tuesday, June 27th the Baltimore County Tower Review Committee agreed that a new facility was needed to add and improve wireless services, and it approved our application. As a next step, Prime Tower Development (PTD) will make zoning application for this project in early August.

PTD is excited about the opportunity to add and improve the wireless services in this area. PTD will propose a new wireless telecommunications facility which includes a 107' monopole tower for antennas and a 50' x 50' fenced equipment compound for ground equipment for up to 4 wireless carriers. The site is located on a small portion of the 8.86 acres of the Fraternal Order of Police Lodge at 730 Wampler Road. The facility and equipment will be centered in the middle of the property, which places the facilities 220'-800' from the adjoining property lines. Landscaping may be added, but the facility will be screened by the mature trees surrounding the property, which provide an ideal visual buffer.

The purpose of the new facility will be to add and improve wireless capacity and coverage services for residents, businesses and vehicle traffic in the area and to bolster E911 efficacy for public safety. The proposed facility will provide access for up to four wireless carriers. The location and the design will ensure that the facility will meet or exceed the design and zoning criteria required under the Baltimore County Zoning Regulations.

We welcome and encourage any comments or questions about the project. To that end, I've attached a copy of our preliminary site plan which illustrates the proposed location. In addition, we will be happy to schedule a meeting or conference call (or calls) before August to discuss the project or answer any questions. Please feel free to contact me via telephone, email or correspondence.

Thank you,

A handwritten signature in black ink that reads "A. John Behnke". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

A. John Behnke
Project Manager

901-494-1559
jbehnke@primetowerdevelopment.com

OWNER: MD TRANSPORTATION AUTHORITY
SITE ADDRESS: 730 WAWPLER ROAD, MIDDLE RIVER, MD 21220
ACCT. NO: 151600001944
AREA: 8.85 ACRES ± PER TAX RECORDS
REFERENCE: DEED BOOK 30083, PAGE 315
ZONED: DR-2 ; (DENSITY RESIDE/MAIL)

N/F
HARRY BRICKER
HELEN BRICKER
DB 5436/477
ACCT. 15-1700001920

N/F
RANDALL COGAR
SHIRLEY COGAR
DB 5445/175
ACCT. 15-1600013882

N/F
JOHN CHERRY
PATRICIA CHERRY
DB 8206/181
ACCT. 15-1523501340

N/F
MIDDLE RIVER
INVESTMENTS LLC
DB 19673/1
ACCT. 15-1507580690

EXISTING
20' RIGHT-OF-WAY
PER DB 30083/315

TELCO
 HH
 CABLE
 LI2 TV BOX
 WM
 FH
 UP
 BGE 506430

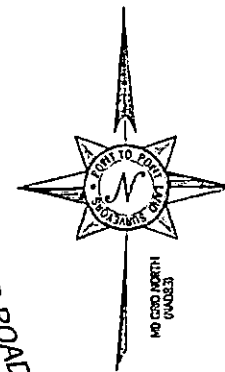
PROPOSED
20' INGRESS/EGRESS
& UTILITY EASEMENT #2
(EASEMENT RIGHTS TO BE ACQUIRED)

N/F
NEIL DUFFIELD
DB 5772/922
ACCT. 15-1700012316

N/F
GARY CROWE
DB 30380/297
ACCT. 15-1519713430

N/F
BENJER INC.
DB 12332/572
ACCT. 15-1514650500

N/F
HARMONY FREEWILL
BAPTIST CHURCH
DB 3940/570
ACCT. 15-1508005160



POSS	PORT OF BEGINNING
PORT	PORT OF COMMENCEMENT
IRS	IRON BAR SET
BCS	IRON BAR CAPPED SET
IF	IRON PILE FOUND
BCF	IRON BAR CAPPED FOUND
CMF	CONCRETE MONUMENT FOUND
PMF	PURCH MARKS FOUND
NS	NAUL SET
NS	NAUL FOUND
END	ENDING
REL	FOUNDING RESTRICTION LINE
LP	LIGHT POLE
LP	LIGHT POLE
HP	HEAD POLE
HP	MANHOLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
HY	HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TH	TOP OF WALL
TH	BOTTOM OF WALL

DU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CHP	CONCRETE PIPE
ROP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
IB	CUT PIPE AND/OR
TH	TRANSFORMER
JN	JUNCTION BOX
CLF	CROWN LIFT FENCE
WDFC	WOOD FENCE
WY	WATER VALVE
WAM	WATER METER
CO	SEWER CLEANOUT
GV	GAS VALVE
NV	NEW OR FORMERLY
CP	ICE BRIDGE
AC	CONCRETE PAD
	AIR CONDITIONER
GRND	GROUNDING
GEN	GENERATOR
ELEC	ELEC. BOX
ELE	ELEC. METER
BOA	CONCRETE BOLLARD
ACL	MAILBOX

GRAPHIC SCALE IN FEET
SCALE: 1" = 100'

1	0	1
2	0	1
3	0	1
4	0	1
5	0	1
6	0	1
7	0	1
8	0	1
9	0	1
10	0	1
11	0	1
12	0	1
13	0	1
14	0	1
15	0	1
16	0	1
17	0	1
18	0	1
19	0	1
20	0	1
21	0	1
22	0	1
23	0	1
24	0	1
25	0	1
26	0	1
27	0	1
28	0	1
29	0	1
30	0	1
31	0	1
32	0	1
33	0	1
34	0	1
35	0	1
36	0	1
37	0	1
38	0	1
39	0	1
40	0	1
41	0	1
42	0	1
43	0	1
44	0	1
45	0	1
46	0	1
47	0	1
48	0	1
49	0	1
50	0	1
51	0	1
52	0	1
53	0	1
54	0	1
55	0	1
56	0	1
57	0	1
58	0	1
59	0	1
60	0	1
61	0	1
62	0	1
63	0	1
64	0	1
65	0	1
66	0	1
67	0	1
68	0	1
69	0	1
70	0	1
71	0	1
72	0	1
73	0	1
74	0	1
75	0	1
76	0	1
77	0	1
78	0	1
79	0	1
80	0	1
81	0	1
82	0	1
83	0	1
84	0	1
85	0	1
86	0	1
87	0	1
88	0	1
89	0	1
90	0	1
91	0	1
92	0	1
93	0	1
94	0	1
95	0	1
96	0	1
97	0	1
98	0	1
99	0	1
100	0	1

USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 9505513958317181064063



Delivered

On Time

Updated Delivery Day: Monday, July 3, 2017 ⓘ

Product & Tracking Information

See Available Actions

Postal Product:
Priority Mail™Features:
Insured
USPS Tracking®

DATE & TIME	STATUS OF ITEM	LOCATION
July 3, 2017, 10:13 am	Delivered, In/At Mailbox	MIDDLE RIVER, MD 21220
Your item was delivered in or at the mailbox at 10:13 am on July 3, 2017 in MIDDLE RIVER, MD 21220.		
July 3, 2017, 9:07 am	Out for Delivery	MIDDLE RIVER, MD 21220
July 3, 2017, 8:57 am	Sorting Complete	MIDDLE RIVER, MD 21220
July 3, 2017, 5:59 am	Arrived at Post Office	MIDDLE RIVER, MD 21220

See More ▾

Available Actions

Text Updates ▾

Email Updates ▾

See Less ▲

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)



June 30, 2017

Windlass Run Improvement Association
Attn: Randy Cogar
1515 Martin Blvd.
Baltimore, Maryland 21220

Dear Mr. Cogar:

In an effort to keep you informed, this is follow up from our May 18th, 2017 correspondence. On Tuesday, June 27th the Baltimore County Tower Review Committee agreed that a new facility was needed to add and improve wireless services, and it approved our application. As a next step, Prime Tower Development (PTD) will make zoning application for this project in early August.

PTD is excited about the opportunity to add and improve the wireless services in this area. PTD will propose a new wireless telecommunications facility which includes a 107' monopole tower for antennas and a 50' x 50' fenced equipment compound for ground equipment for up to 4 wireless carriers. The site is located on a small portion of the 8.86 acres of the Fraternal Order of Police Lodge at 730 Wampler Road. The facility and equipment will be centered in the middle of the property, which places the facilities 220'-800' from the adjoining property lines. Landscaping may be added, but the facility will be screened by the mature trees surrounding the property, which provide an ideal visual buffer.

The purpose of the new facility will be to add and improve wireless capacity and coverage services for residents, businesses and vehicle traffic in the area and to bolster E911 efficacy for public safety. The proposed facility will provide access for up to four wireless carriers. The location and the design will ensure that the facility will meet or exceed the design and zoning criteria required under the Baltimore County Zoning Regulations.

We welcome and encourage any comments or questions about the project. To that end, I've attached a copy of our preliminary site plan which illustrates the proposed location. In addition, we will be happy to schedule a meeting or conference call (or calls) before August to discuss the project or answer any questions. Please feel free to contact me via telephone, email or correspondence.

Thank you,

A. John Behnke
Project Manager

901-494-1559
jbehnke@primetowerdevelopment.com

SUBJECT PROPERTY

OWNER: MD TRANSPORTATION AUTHORITY
 SITE ADDRESS: 730 WAMPLER ROAD, MIDDLE RIVER, MD 21220
 ACCT. NO: 15-1600001944
 AREA: 8.86 ACRES ± PER TAX RECORDS
 REFERENCE: DEED BOOK 30083, PAGE 315
 ZONED: DR-2 : (DENSITY RESIDENTIAL)

N/F
 JOHN CHERRY
 PATRICIA CHERRY
 DB 8206/181
 ACCT. 15-1523501340

N/F
 HARRY BRICKER
 HELEN BRICKER
 DB 5436/477
 ACCT. 15-1700001920

N/F
 RANDALL COGAR
 SHIRLEY COGAR
 DB 5445/175
 ACCT. 15-1600013882

N/F
 MIDDLE RIVER
 INVESTMENTS LLC
 DB 19673/1
 ACCT. 15-1507580690

EXISTING
 20' RIGHT-OF-WAY
 PER DB 30083/315

N/F
 NEIL DUFFIELD
 DB 5772/922
 ACCT. 15-1700012316

N/F
 GARY CROWE
 DB 30380/297
 ACCT. 15-1519713430

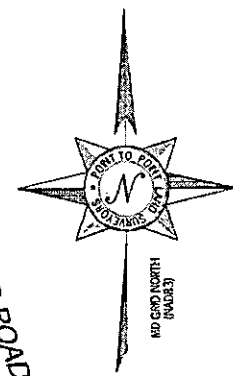
N/F
 BENJER INC.
 DB 12332/572
 ACCT. 15-1514650500

N/F
 HARMONY FREEWILL
 BAPTIST CHURCH
 DB 3940/570
 ACCT. 15-1508005160

LEGEND

POB	POINT OF BEGINNING	DU	OVERHEAD UTILITY
POC	POINT OF COMMENCEMENT	UE	UNDERGROUND UTILITY
IRS	IRON BAR SET	CMF	CORRUGATED METAL PIPE
RCS	IRON BAR CAPPED SET	RCP	REINFORCED CONCRETE PIPE
RF	IRON PIN FOUND	PVC	POLYVINYL CHLORIDE PIPE
ECF	IRON PIN CAPPED FOUND	GW	GUY WIRE ANCHOR
CMF	CONCRETE MOVEMENT FOUND	TR	TRANSFORMER
PMF	PUNCH MARK FOUND	JB	JUNCTION BOX
NS	NAIL SET	CLF	CHAIN LINK FENCE
NF	NAIL FOUND	WDF	WOOD FENCE
TYD	FOUND	WV	WATER VALVE
BRL	BUILDING RESTRICTION LINE	WM	WATER METER
UP	UTILITY POLE	CO	SEWER CLEANOUT
LP	LIGHT POLE	GV	GAS VALVE
FP	FLAG POLE	MOF	MOV ON FORMERLY
WH	WATER HOLE	KB	KICK BRIDGE
SSM	SAFETY SEWER MANHOLE	CP	CONCRETE PAD
SDM	STORM DRAIN MANHOLE	AC	AIR CONDENSER
INVT	INVERT	GRD	GROUNDING
TH	PIPE HYDRANT	GEN	GENERATION
EP	EDGE OF PAVEMENT	ELC	ELEC. BOX
TC	TOP OF CURB	EM	ELEC. METER
BC	BOTTOM OF CURB	BOL	CONCRETE BOLLARD
TW	TOP OF WALL	MB	MAILBOX
BM	BOTTOM OF WALL		

50 0' 100 200
 GRAPHIC SCALE IN FEET
 SCALE: 1" = 100'



USPS Tracking® Results

[FAQs > \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)[Track Another Package](#) [Remove](#) 

Tracking Number: 9505513958317181064087



Delivered

Expected Delivery Day: Monday, July 3, 2017 

Product & Tracking Information

[See Available Actions](#)Postal Product:
Priority Mail™Features:
Insured
USPS Tracking®

DATE & TIME	STATUS OF ITEM	LOCATION
July 3, 2017, 4:20 pm	Delivered, PO Box	MIDDLE RIVER, MD 21220
Your item has been delivered and is available at a PO Box at 4:20 pm on July 3, 2017 in MIDDLE RIVER, MD 21220.		
July 3, 2017, 10:12 am	Forwarded	ESSEX, MD
July 3, 2017, 10:12 am	Undeliverable as Addressed	ESSEX, MD 21221
July 3, 2017, 9:58 am	Arrived at Post Office	ESSEX, MD 21221

[See More](#) 

Available Actions

Text Updates	
Email Updates	

[See Less](#) 

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

[FAQs \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

100% Recycled 30% PCW



Tab 7

Zoning Map (GIS from County)

100% Recycled 30% PCW



Tab 8

FAA Notice of No Hazard or Lighting



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-AEA-3100-OE

Issued Date: 04/20/2017

K Peck
Keith Peck
5755 N. Point Pkwy
Alpharetta, GA 30022

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

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

Structure:	Antenna Tower Fraternal Order of Police
Location:	Middle River, MD
Latitude:	39-20-36.40N NAD 83
Longitude:	76-26-16.50W
Heights:	59 feet site elevation (SE)
	107 feet above ground level (AGL)
	166 feet above mean sea level (AMSL)

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

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

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

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

Any height exceeding 107 feet above ground level (166 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 10/20/2018 unless:

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

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

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

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

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

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

If we can be of further assistance, please contact our office at (404) 305-6645. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-AEA-3100-OE.

Signature Control No: 326393866-329002169

(DNE)

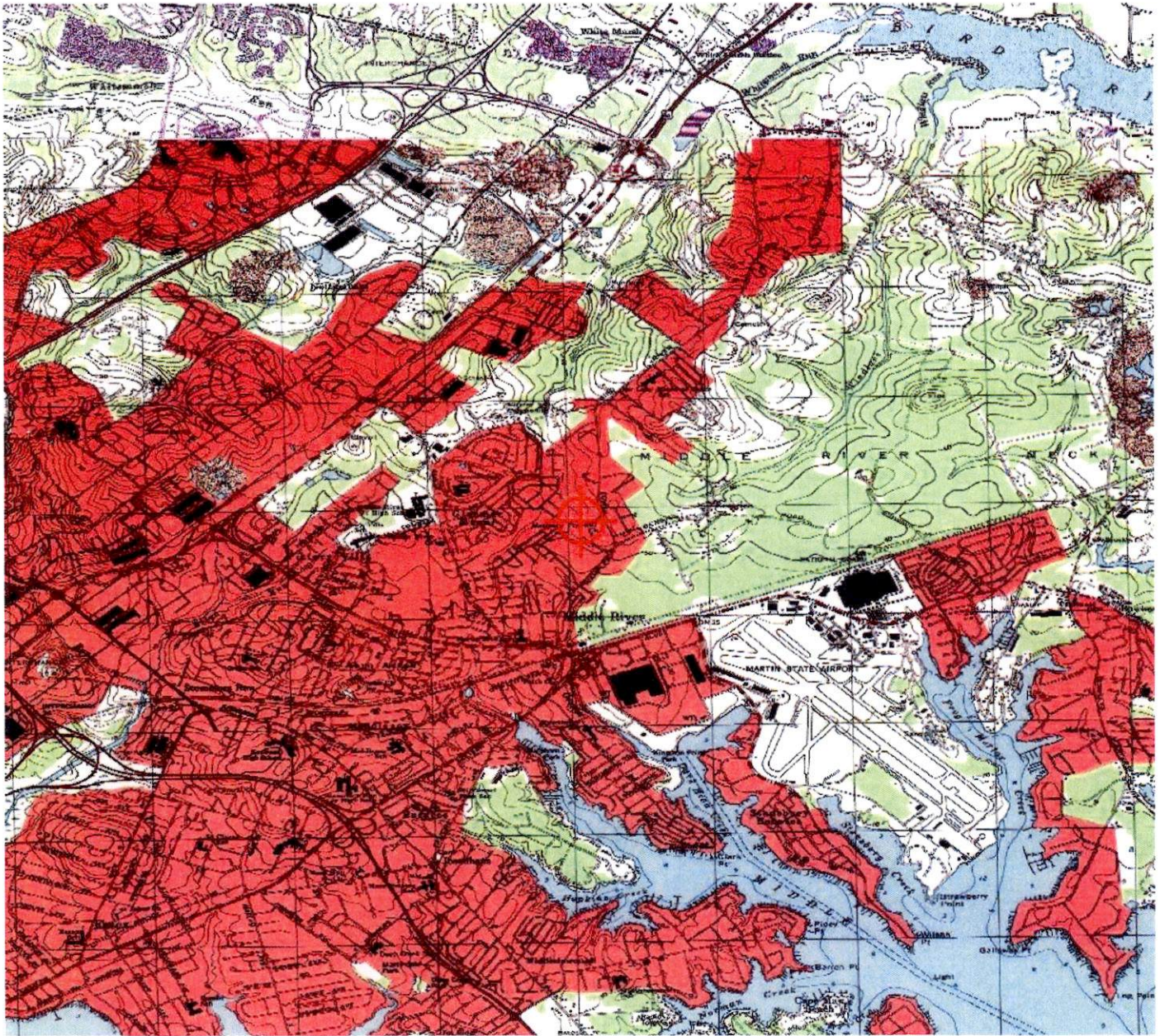
Lan Norris
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2017-AEA-3100-O

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W



Tab 9

Visual Impact Survey and Photosimulations

PTD075MD - BENGIES STATION - Photo Log

Photo Location	Coordinates		
Tower	39.34348 N, 76.43797 W		
1	39.34386 N, 76.43621 W	Not Visible	Site Access Driveway
2	39.34580 N, 76.43626 W	Not Visible	Wampler Rd. & Kristy Michelle Ct.
3	39.34825 N, 76.43611 W	Not Visible	Wampler Rd. & Salvatore Rd.
4	39.34447 N, 76.43339 W	Not Visible	Busse Rd. & Salvatore Rd.
5	39.34142 N, 76.43486 W	Not Visible	Wampler Rd. & Bengies Rd.
6	39.34203 N, 76.43747 W	Not Visible	End of Brandt Rd.
7	39.33819 N, 76.43799 W	Not Visible	Wampler Rd. & Pawnee Rd.
8	39.34095 N, 76.44323 W	Not Visible	Pawnee Rd. & London Perry Ct.
9	39.34091 N, 76.44835 W	Not Visible	Biggs Rd. & Middle River Rd.
10	39.34308 N, 76.44770 W	Not Visible	9614 Maxwell Rd.
11	39.34392 N, 76.44435 W	Not Visible	9712 Leah Way
12	39.34570 N, 76.44518 W	Not Visible	Compass Rd. & Selfridge Rd.
13	39.34783 N, 76.44352 W	Not Visible	Lannerton Rd. & Nortrop Ln.
14	39.34732 N, 76.43981 W	Not Visible	End of Compass Rd.
15	39.34461 N, 76.44140 W	Visible	Berliner Pl. & Lanoitan Rd.
16	39.34383 N, 76.44024 W	Not Visible	Berliner Pl. & Dehavilland Way
17	39.34242 N, 76.43960 W	Not Visible	Blackford Ct. & tomahawk Ter.
18	39.34264 N, 76.43544 W	Visible	711A Wampler Rd.



PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220

105'-0" Monopole Tower
Aerial View



BC
architects
engineers



BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 1 from Wampler Rd. Site Access Driveway

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 2 from Intersection of Wampler Rd. & Kristy Michelle Ct.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017



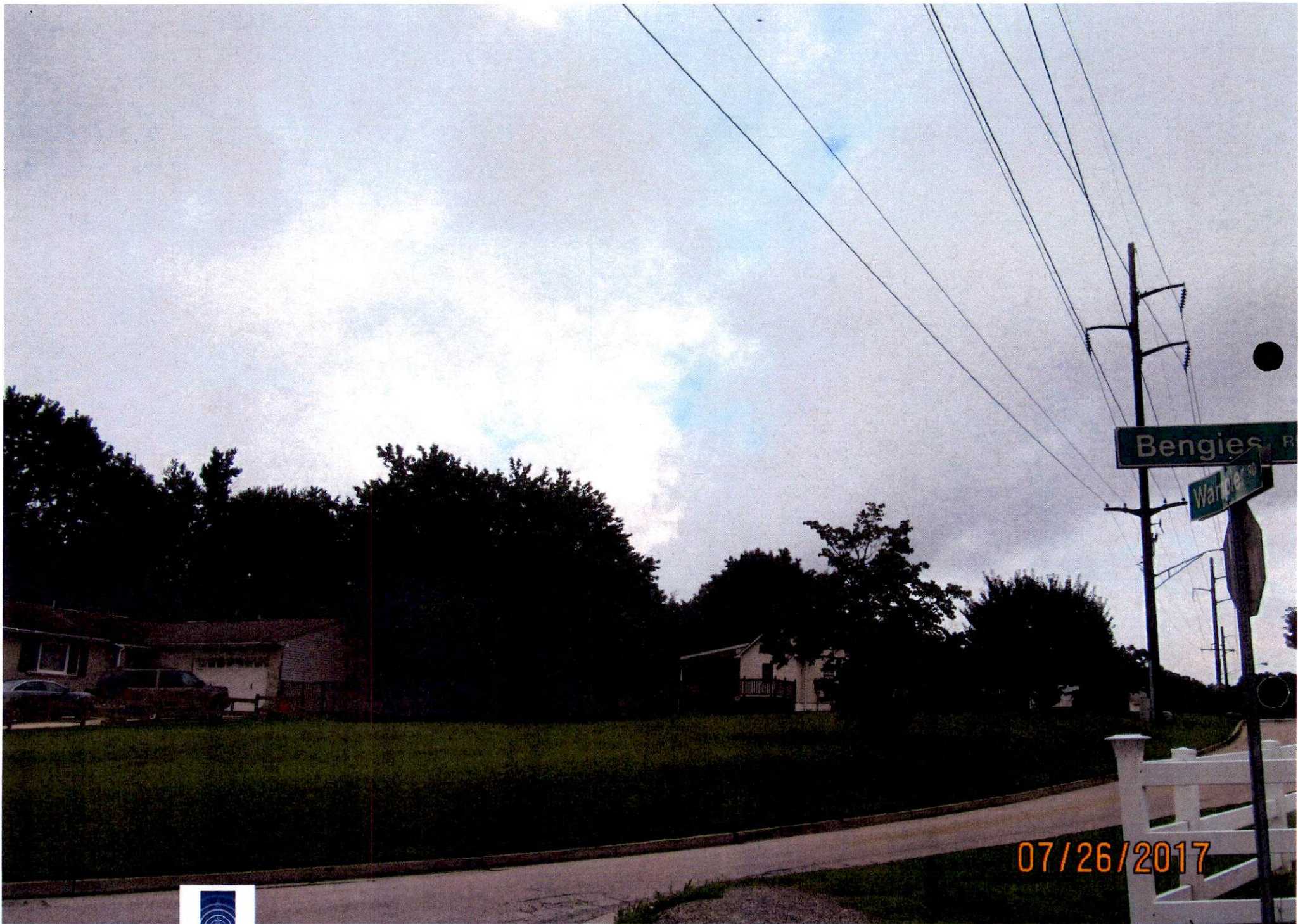
07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 4 from Intersection of Busse Rd. & Salvatore Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 5 from Intersection of Wampler Rd. & Bengies Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 6 from End of Brandt Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



BC
architects
engineers



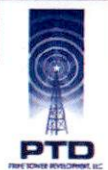
105'-0" Monopole Tower - Not Visible
View 7 from Intersection of Wampler Rd. & Pawnee Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 8 from Intersection of Pawnee Rd. & London Perry Ct.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017

BC
architects
engineers

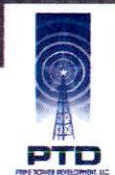


105'-0" Monopole Tower - Not Visible
View 9 from Intersection of Biggs Rd. & Middle River Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View **10** from 9614 Maxwell Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220







07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 13 from Intersection of Lannerton Rd. & Northrop Ln.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



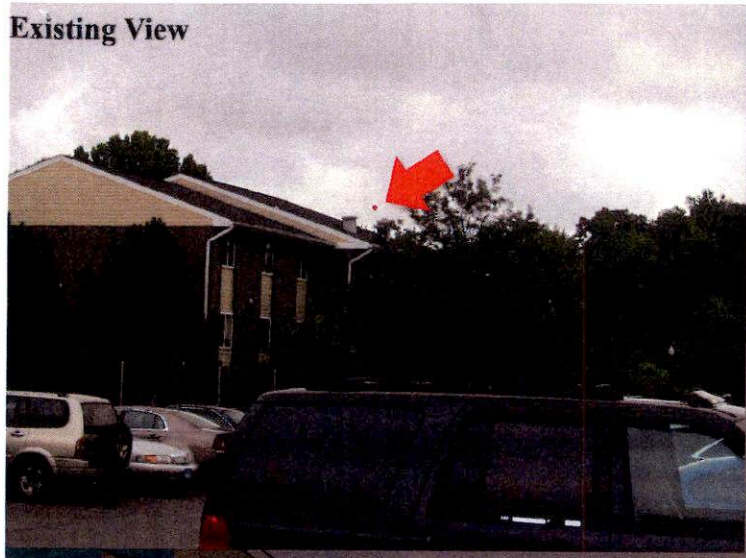
BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View **14** from End of Compass Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220

Existing View



BC
architects
engineers



105'-0" Monopole Tower - Visible
View **15** from Intersection of Berliner Pl. & Lanoitan Rd.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 16 from Intersection of Berliner Pl. & Dehavilland Way

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



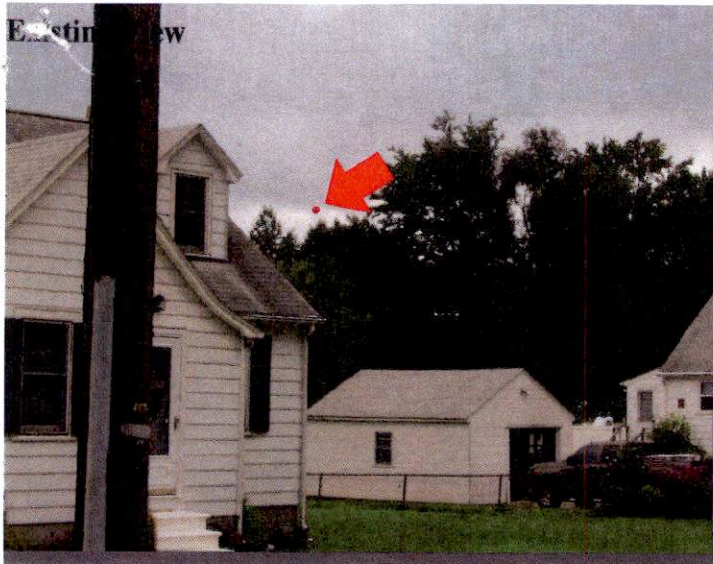
BC
architects
engineers



105'-0" Monopole Tower - Not Visible
View 17 from Intersection of Blackford Ct. & Tomahawk Ter.

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220

Existing View



07/26/2017

BC
architects
engineers



105'-0" Monopole Tower - Visible
View 18 from 711A Wampler Rd

PTD075MD - BENGIES STATION
730 Wampler Road, Middle River, MD 21220



Tab 10

Preliminary NEPA Report
dated July 14, 2017



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

July 14, 2017

Prime Tower Development, LLC
5755 North Point Parkway
Suite 37
Alpharetta, GA 30022

Attention: Mr. Steve Handmaker

**Subject: FCC NEPA Environmental Checklist Report
Preliminary Assessment
Proposed 107-Foot Overall Height Monopole
Telecommunications Structure
PTD075MD (Bengies Station)
730 Wampler Road
Middle River, Baltimore County, Maryland
ECA Project No: T2442**

Dear Mr. Handmaker:

Environmental Corporation of America (ECA) has been retained by Prime Tower Development, LLC., to provide a FCC NEPA Environmental Checklist report for a federal undertaking. The undertaking includes the construction of a proposed 107-foot overall height monopole telecommunications structure and associated equipment.

In accordance with FCC Rules and Regulations contained in 47 CFR Sections 1.1301 through 1.1319, evaluation of the impacts to the following FCC NEPA categories is required prior to construction. These include Wilderness Areas, Wildlife Preserves, federally listed, endangered, or threatened species, Historic Properties, Indian Religious Sites, Floodplains, and Wetlands and Waters. In addition, the FCC requires that towers taller than 200 feet in height complete the Antenna Structure Registration (ASR) process.

ECA has found no evidence that the proposed tower facility would be constructed in a Wilderness Area, Wildlife Preserve, or Floodplain. Analysis of species, Historic Properties, Indian Religious Sites, and Wetlands and Waters is currently being conducted; however, based on initial research it is unlikely the construction of the proposed facility would impact any of these NEPA categories. In addition, Prime Tower Development, LLC., will file an ASR application with the FCC.

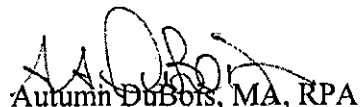
ENVIRONMENTAL CORPORATION OF AMERICA

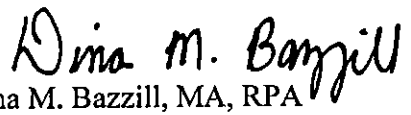
Atlanta, GA | Asheville, NC | Chicago, IL | Nashville, TN | West Palm Beach, FL | www.eca-usa.com | (770) 667-2040

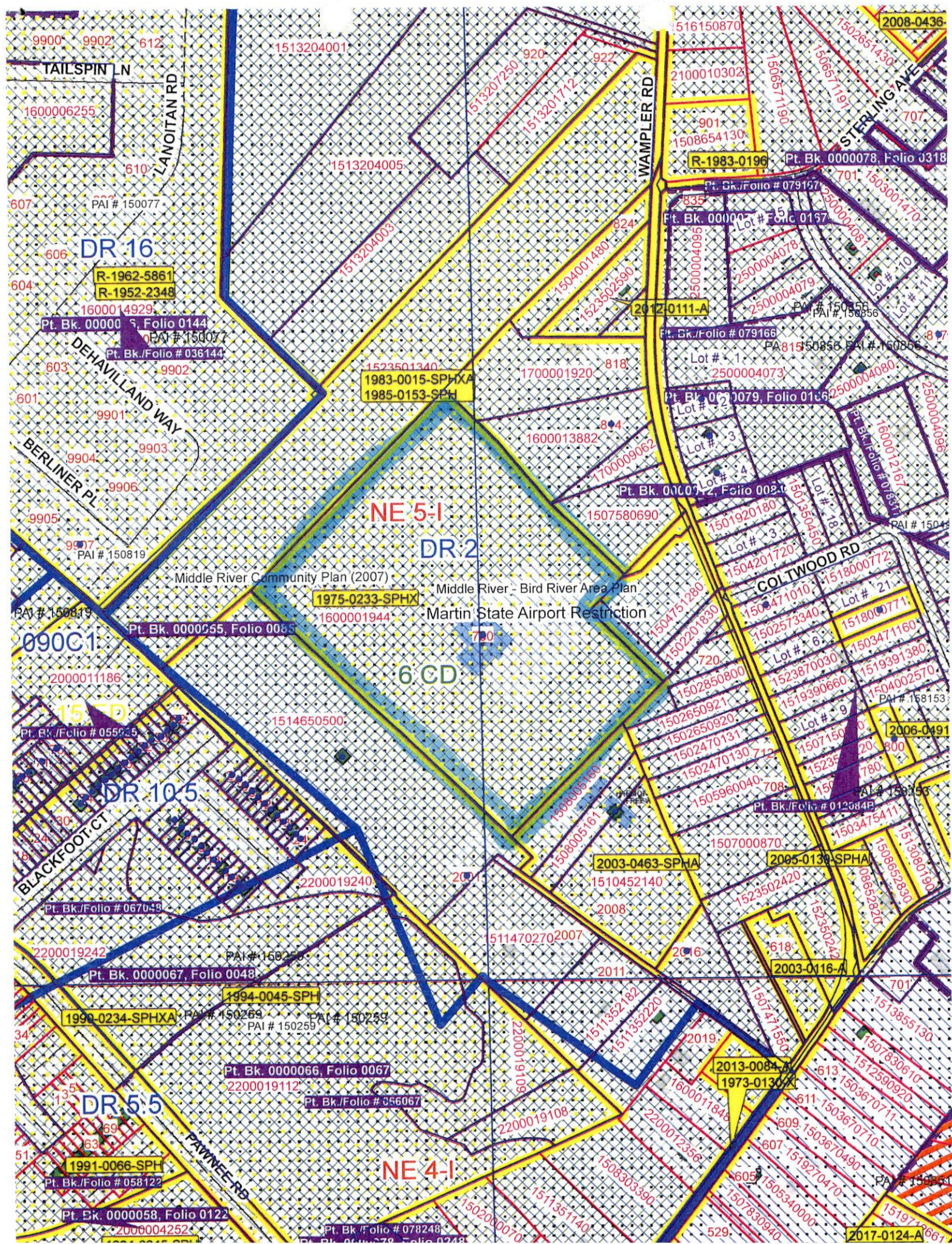
Mr. Steve Handmaker
Page 2

In summary, ECA is currently unaware of any adverse environmental impacts or effects, as defined in the FCC Rules contained in 47 CFR Sections 1.1301 through 1.1319, will result from the construction of the proposed facility.

Sincerely yours,
Environmental Corporation of America

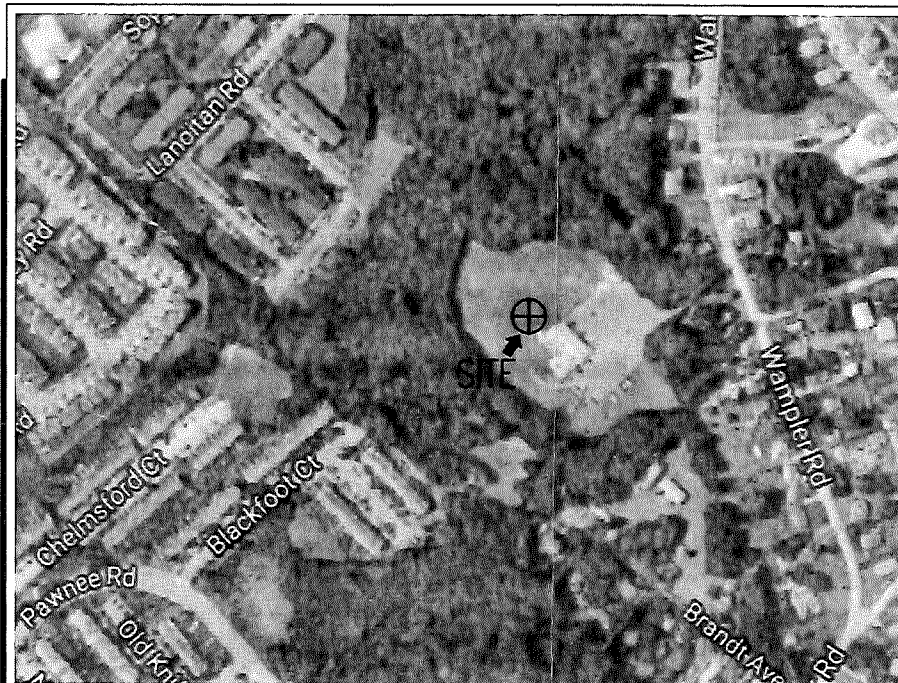

Autumn DuBois, MA, RPA
Principal Investigator


Dina M. Bazzill, MA, RPA
Vice President, Cultural Resources



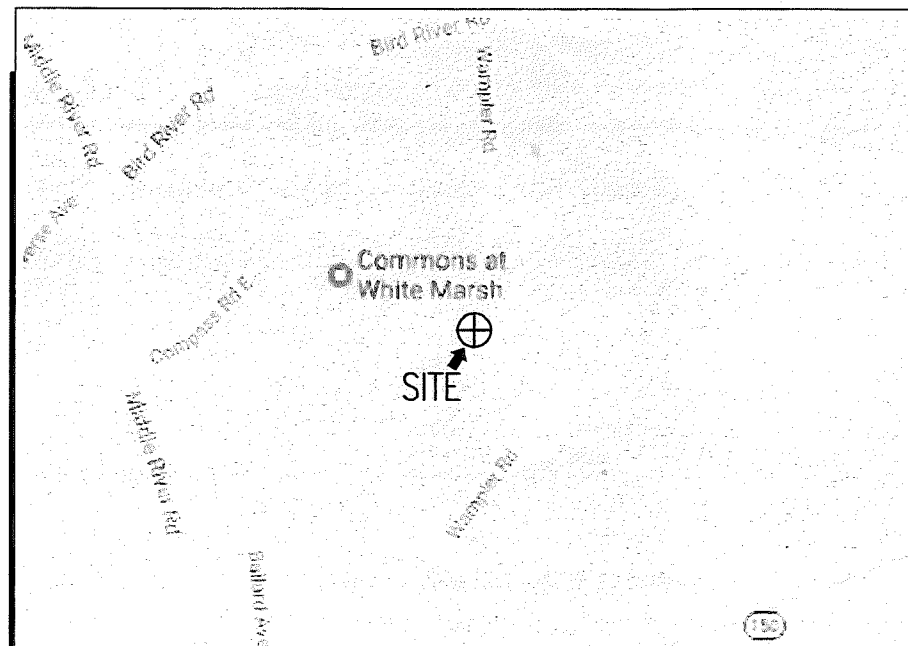
SITE NUMBER:
PTD075MD

SITE NAME:
BENGIES STATION



VICINITY MAP

SCALE: 1" = 500'



LOCAL MAP

SCALE: 1" = 2000'



DIRECTIONS TO SITE (STARTING ALONG MD-295 N ENTERING MARYLAND):
ALONG MD-295 N ENTERING MARYLAND: TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-895 NORTH TOLL ROAD STOP FOR TOLL BOOTH 10.6 MI KEEP STRAIGHT ONTO I-95 N 7.8 MI AT EXIT 61, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR US-40 EAST 4.2 MI KEEP RIGHT TOWARD MD-700 E / MARTIN BLVD 0.1 MI KEEP STRAIGHT ONTO MD-700 E / MARTIN BLVD 1.6 MI TURN LEFT ONTO RIVERTON RD 374 FT. TURN RIGHT ONTO MAGNOLIA AVE 394 FT. TURN LEFT ONTO WAMPLER RD 0.6 MI KEEP LEFT TO STAY ON WAMPLER RD 0.2 MI ARRIVE AT SITE ON THE LEFT.

PLAN TO ACCOMPANY PETITIONS FOR
SPECIAL HEARING AND SPECIAL EXCEPTION.



PETITIONER'S

EXHIBIT NO. 1

PROJECT DESCRIPTION:

PROPOSED 105' MONOPOLE WITH A 2' LIGHTNING
ROD IN A NEW FENCED COMPOUND

DIG ALERT:

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING 811 OR (800) 257-7777

EMERGENCY:

CALL 911

APPROVAL

PRIME TOWER DEVELOPMENT, LLC EQUIPMENT APPROVAL	SIGNATURE	PHONE NUMBER	DATE
PRIME TOWER DEVELOPMENT, LLC CONSTRUCTION COORDINATOR	SIGNATURE	PHONE NUMBER	DATE
PRIME TOWER DEVELOPMENT, LLC REAL ESTATE COORDINATOR	SIGNATURE	PHONE NUMBER	DATE
RF PRIME TOWER DEVELOPMENT, LLC APPROVAL	SIGNATURE	PHONE NUMBER	DATE

REVISION

SET NO.	DESCRIPTION	BY	DATE	SET NO.	DESCRIPTION	BY	DATE
1				5			
2				6			
3				7			
4				8			

ARCHITECTURAL AND ENGINEERING FIRM:

BC ARCHITECTS ENGINEERS, PLC
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000 CONTACT: BRIAN QUINN
FAX: (703) 671-6300 PROJECT MANAGER

SURVEYOR:

POINT TO POINT LAND SURVEYORS
208 E. RIDGEVILLE BLVD., SUITE 204
MOUNT AIRY, MD 21771
TEL: (301) 703-8319 CONTACT: DAVID M. MILLER
FAX: (301) 703-8324 (301) 703-8319

UTILITIES:

POWER COMPANY:
COMPANY NAME: PEPCO
CONTACT: CUSTOMER SERVICE
TEL: (202) 833-7500

TELEPHONE COMPANY:

COMPANY NAME: VERIZON
CONTACT: CUSTOMER SERVICE
TEL: (800) 922-0204

SITE NAME:

BENGIES STATION
SITE NUMBER:
PTD075MD

SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220

APPLICANT BUILDING INFO:

PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY,
SUITE 37 ALPHARETTA, GA 30022
ATTN: STEVE HANDMAKER
MOBILE: (770) 335-1057

PROJECT DESCRIPTION:

AN UNMANNED RADIO TELECOMMUNICATIONS FACILITY
CONSISTING OF A PROPOSED 105' MONOPOLE WITH A 2' LIGHTNING
ROD IN A NEW FENCED COMPOUND

ADA COMPLIANCE:

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

GEOGRAPHIC COORDINATES:

LATITUDE: N 39° 20' 36.6"
LONGITUDE: W 76° 26' 16.8"
GROUND ELEVATION: 58.0' AMSL

CODE COMPLIANCE

IBC 2015
NEC 2014

PARCEL OWNER:

MD TRANSPORTATION AUTHORITY
730 WAMPLER ROAD
MIDDLE RIVER, MD 21224

CONTACT: JAMES KRUSZYNSKI
MOBILE: (443) 677-7103

SHEET NUMBER:

T-1 TITLE SHEET, VICINITY MAP AND
GENERAL INFORMATION
A-0 SITE PLAN
A-1 COMPOUND PLAN
A-2 TOWER ELEVATION
A-3 FENCE, GATE, AND COMPOUND CROSS
SECTION DETAIL

SHEET INDEX

PROJECT DATA:

COUNTY: BALTIMORE COUNTY
TAX PARCEL NUMBER: 0090 0005 1078
ACCOUNT NUMBER: 15-1600001944
ZONING MAP: DR-2
DEED REFERENCE: DEED BOOK 30083, PAGE 315
PROPOSED USE: COMMERCIAL
ELECTION DISTRICT: 15
COUNTY COUNCIL DIST.: 6
PRIOR SPECIAL
EXCEPTION APPROVAL : 83-15-1975-0233
APPLICABLE ZONING CODE: BCZR 1B01.1 ET. SEQ.
SECTION 426 ET. SEQ.

CONSULTING TEAM

PROJECT SUMMARY

PROJECT DATA

ISSUED FOR ZONING



PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING
SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE
THE EXCLUSIVE PROPERTY OF PRIME TOWER
DEVELOPMENT, LLC AND THEIR USE AND
PUBLICATION SHALL BE RESTRICTED TO THE
ORIGINAL SITE FOR WHICH THEY ARE PREPARED.
REUSE, REPRODUCTION OR PUBLICATION BY ANY
METHOD, IN WHOLE OR IN PART, IS PROHIBITED
EXCEPT BY WRITTEN PERMISSION FROM PRIME
TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS
AND/OR SPECIFICATIONS SHALL REMAIN WITH
PRIME TOWER DEVELOPMENT, LLC WITHOUT
PREJUDICE AND VISUAL CONTACT WITH THEM
SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF
ACCEPTANCE OF THESE RESTRICTIONS.

BC

architects
engineers

5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION		
NO.	DESCRIPTION	BY DATE
1	CLIENT COM. NP 08/04/17	
2	ATTNY. COM. NP 08/07/17	
3		
4		
5		
6		

SITE NUMBER:

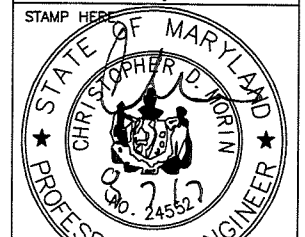
PTD075MD

SITE NAME:

BENGIES STATION

SITE ADDRESS:

730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



PROFESSIONAL CERTIFICATION. I HEREBY
CERTIFY THAT THESE DOCUMENTS WERE
PREPARED OR APPROVED BY ME, AND
THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MARYLAND,
LICENSE NUMBER 24552, EXPIRATION
DATE 11/17/17.

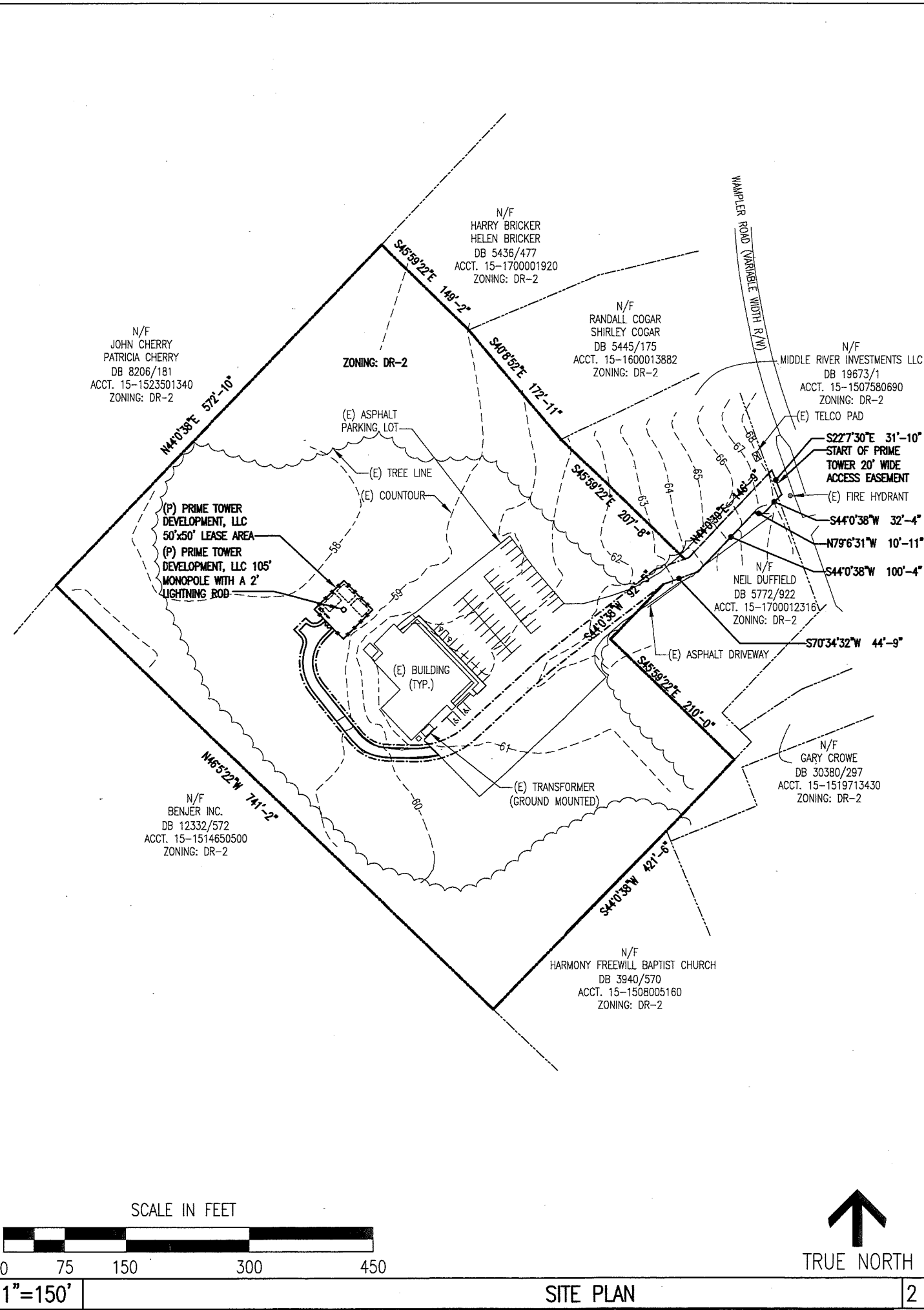
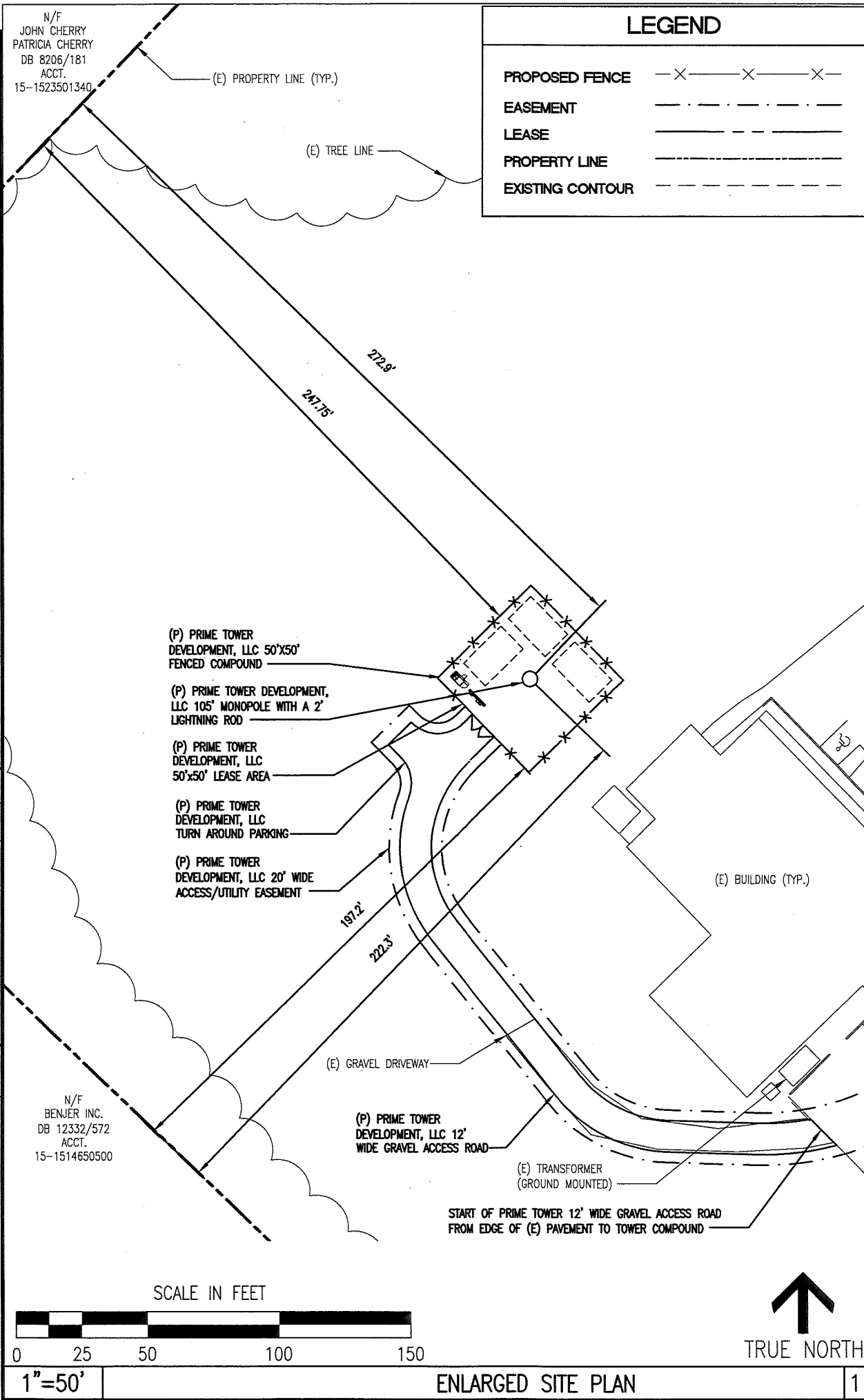
DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL 2D'S

SHEET TITLE:
VICINITY MAP
AND GENERAL
INFORMATION

SHEET NUMBER:	REV. #
T-1	2

2018-0054-SPEX

08-07-17 NPATL 15:53:06 Y:/Drawings - 2017/Prime Tower Development/Bengies - PTD075MD/FZD's - REV 2 - 2017-08-07/A0.dwg



PTD
PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BC
architects
engineers

5681 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION

NO.	DESCRIPTION	BY	DATE
1	CLIENT COM.	NP	08/04/17
2	ATTN. COM.	NP	08/07/17
3			
4			
5			
6			

SITE NUMBER:
PTD075MD

SITE NAME:
BENGIES STATION

SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220

STAMP HERE

STATE OF MARYLAND
CHRISTOPHER D. MORRIS
PROFESSIONAL ENGINEER
No. 24552

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 24552, EXPIRATION DATE 11/17/17.

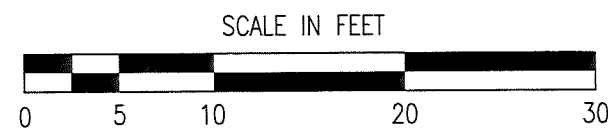
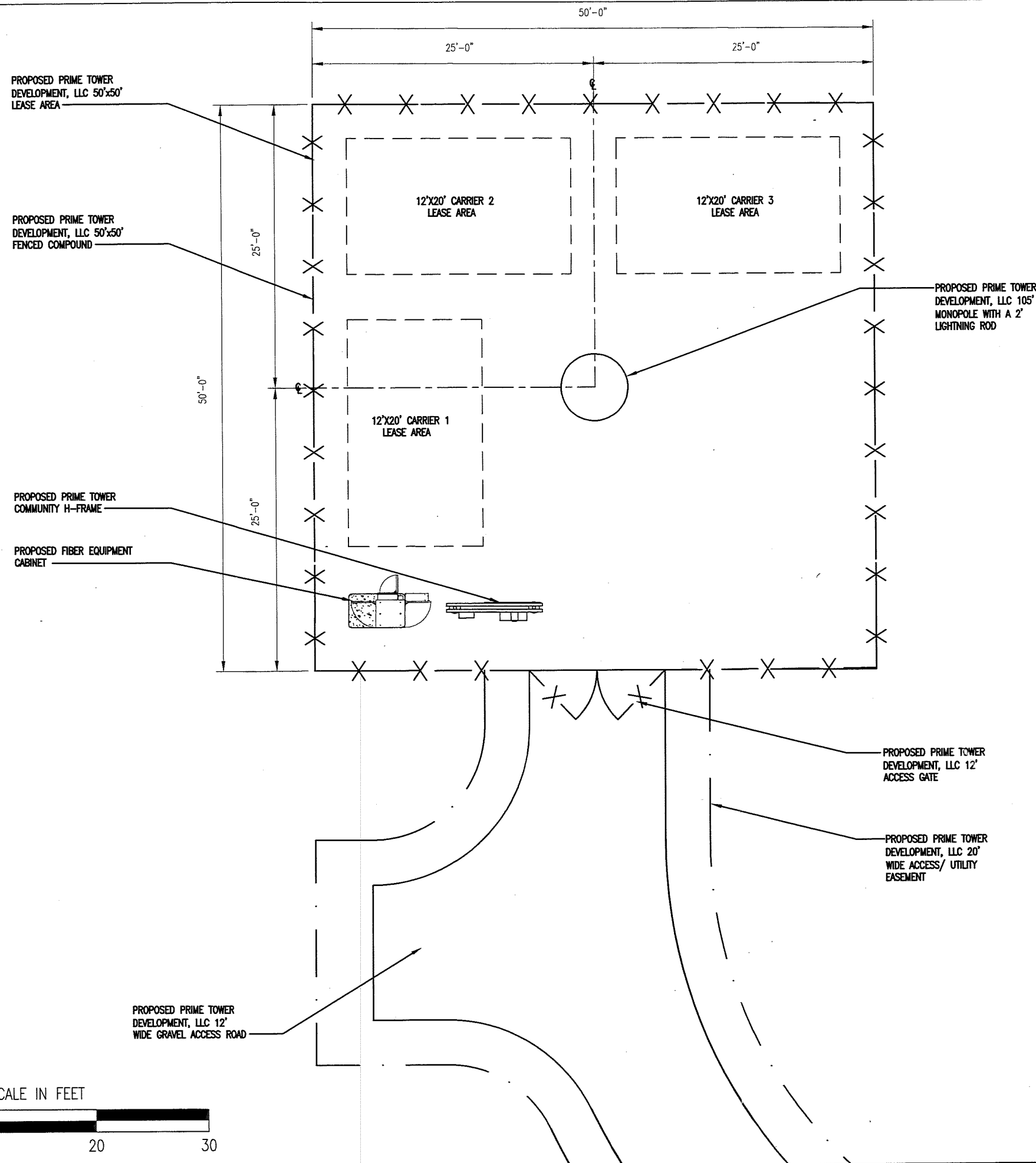
DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL ZD'S

SHEET TITLE:

SITE PLAN

SHEET NUMBER:	REV. #
A-0	2

07-24-17 NPATL 15:04:29 \\10.27.189.8\BC Files\Drawings - 2017\Prime Tower Development\Bengies - PTD075MD\FZD's - REV 3 - 2017-27-24\A1.dwg



1"=10'

COMPOUND PLAN



TRUE NORTH



PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.



**architects
engineers**

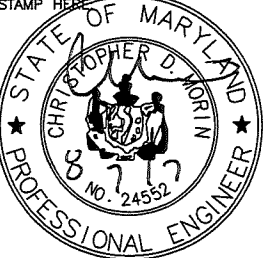
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION			
NO.	DESCRIPTION	BY	DATE
1	CLIENT COM.	NP	08/04/17
2	ATTNY. COM.	NP	08/07/17
3			
4			
5			
6			

SITE NUMBER:
PTD075MD

SITE NAME:
BENGIES STATION

SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 24552, EXPIRATION DATE 11/17/17.

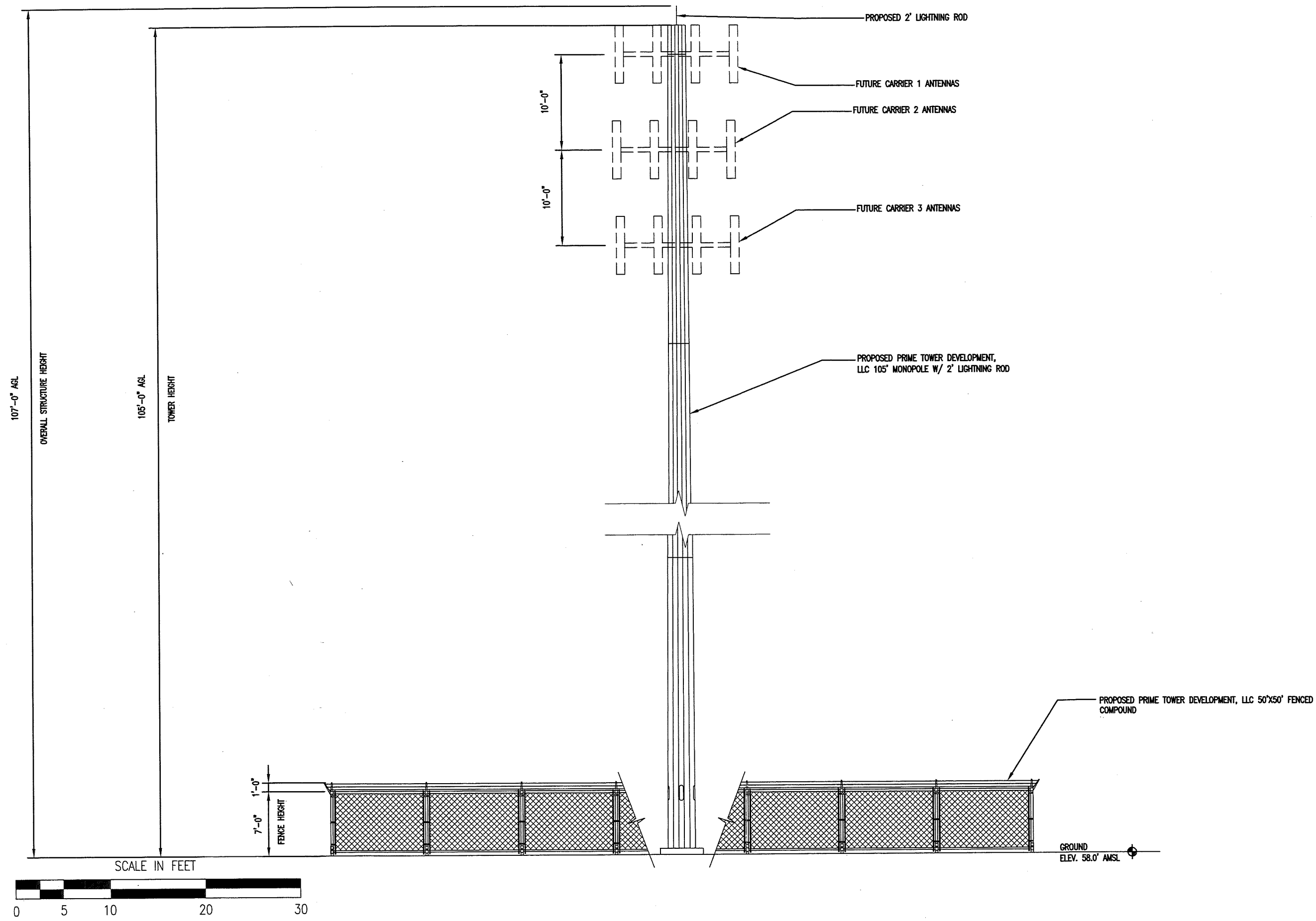
DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL ZD'S

SHEET TITLE:

**COMPOUND
PLAN**

SHEET NUMBER:	REV. #
A-1	2

FOR NO INTERNAL USE ONLY 06-04-17 HP/ML 18:00:44 Y:\Drawings - 2017\Prime Tower Development\Bengies - PTD075MD\ZD'S - REV 1 - 2017-08-04\18.dwg



TOWER ELEVATION



PTD
PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

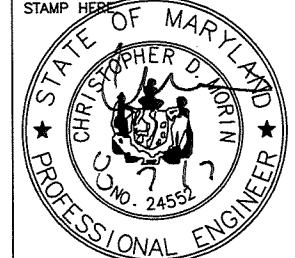
BC

architects
engineers

5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION			
NO.	DESCRIPTION	BY	DATE
1	CLIENT COM.	NP	08/04/17
2	ATTNY. COM.	NP	08/07/17
3			
4			
5			
6			

SITE NUMBER:
PTD075MD
SITE NAME:
BENGIES STATION
SITE ADDRESS:
730 WAMPLER ROAD
MIDDLE RIVER, MD 21220



PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 24552, EXPIRATION DATE 11/17/17.

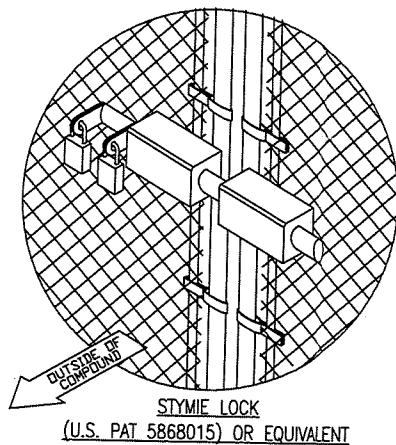
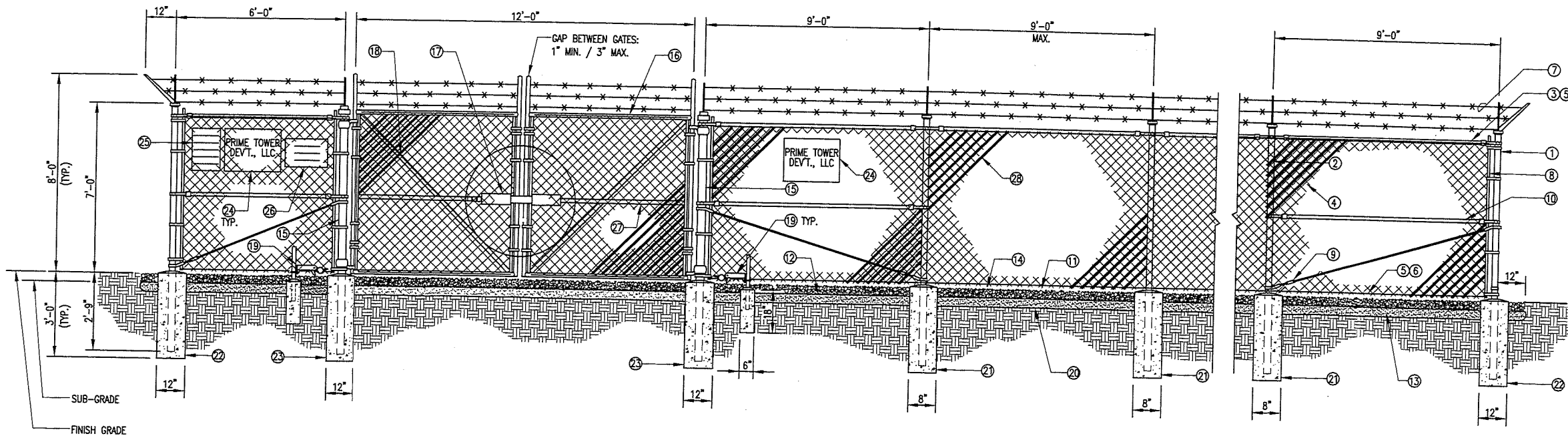
DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL ZD'S

SHEET TITLE:

TOWER
ELEVATION

SHEET NUMBER:	REV. #
A-2	2

07-24-17 NPAFL 15:17:12 \\10.27.189.8\BC Files\Drawings - 2017\Prime Tower Development\Bengles - PTD075MD\FZD's - REV 3 - 2017-27-24\A3.dwg



- REFERENCE NOTES:**
- 1 CORNER, END OR PULL POST 4" SCHEDULE 40 PIPE.
 - 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
 - 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
 - 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
 - 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
 - 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
 - 7 BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
 - 8 STRETCHER BAR.
 - 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
 - 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
 - 11 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
 - 12 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
 - 13 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
 - 14 FINISH GRADE SHALL BE UNIFORM AND LEVEL.
 - 15 GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 10 FEET OR 20 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
 - 16 GATE FRAME: 1 1/2" PIPE SCH. 40, PER ASTM-F1083.
 - 17 G.C. FURNISH & INSTALL STYMI LOCK & MASTER LOCK #175 W/ ATC COMBOSET
 - 18 GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
 - 19 DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
 - 20 GEOTEXTILE FABRIC, MIRAFI 500X
 - 21 LINE POST: CONCRETE FOUNDATION (3000 PSI).
 - 22 CORNER POST: CONCRETE FOUNDATION (3000 PSI).
 - 23 GATE POST: CONCRETE FOUNDATION (3000 PSI).
 - 24 18" x 24" PRIME TOWER DEVELOPMENT, LLC SIGN.
 - 25 12" x 18" YELLOW CAUTION SIGN.
 - 26 12" x 18" EMPLOYEE NOTICE SIGN.
 - 27 GATE FRAME BRACE: 1 5/8" DIAMETER.
 - 28 VINYL SLATS

- GENERAL NOTES:**
1. INSTALL FENCING PER ASTM F-567
 2. INSTALL SWING GATES PER ASTM F- 900
 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

STORE EXTRA PARTS OF MULTI-LOCK DEVICE IN TELCO CABINET.

NO PLUNGER OR MUSHROOM REQUIRED.



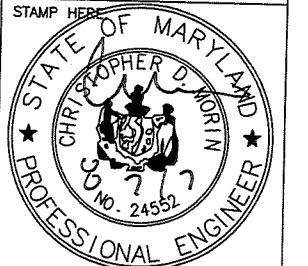
PRIME TOWER DEVELOPMENT, LLC
5755 NORTH POINT PARKWAY, SUITE 37
ALPHARETTA, GA 30022

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PRIME TOWER DEVELOPMENT, LLC AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PRIME TOWER DEVELOPMENT, LLC. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PRIME TOWER DEVELOPMENT, LLC WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BC
architects
engineers
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

SHEET REVISION			
NO.	DESCRIPTION	BY	DATE
1	CLIENT COM.	NP	08/04/17
2	ATTNY. COM.	NP	08/07/17
3			
4			
5			

SITE NUMBER:
PTD075MD
SITE NAME:
BENGIES STATION
SITE ADDRESS:
**730 WAMPLER ROAD
MIDDLE RIVER, MD 21220**



PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 24552, EXPIRATION DATE 11/17/17.

DRAWN BY:	NP
CHECKED BY:	BMQ
DATE DRAWN:	07-24-17
SUBMISSION:	FINAL ZD'S

SHEET TITLE:
**FENCE, GATE AND
COMPOUND CROSS
SECTION DETAIL**

SHEET NUMBER:	REV. #
A-3	2

FENCE, GATE AND COMPOUND CROSS SECTION DETAIL