

APPLICATION FOR SPECIAL EXCEPTION
Request for a 300 foot communications tower

Name and Address of Applicant: SSR Communications Mathew Wesolowski WYAB 740 Highway 49, Suite R Flora, MS 39071	Street Address of Property (if different address): Lake Cavalier Road
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APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
04/01/2019	R-1 Residential	See (Exhibit A)	071E-16-010/01.00	X	See (Exhibit B)

Other Comments: As per Article 2605 of the Madison County Zoning Ordinance.

Comments

Respectfully Submitted

SSR Communications _____

Mathew Wesolowski WYAB _____



Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____

COVER PAGE

From: Matthew Wesolowski, General Manger, WYAB 103.9 FM
To: Scott Weeks, Administrator, Madison County Planning and Zoning
Date: Monday, April 1, 2019

Dear Scott,

Please find the enclosed original and associated copies of the SSR Communications, Inc., site plan and related documents for its communications tower for WYAB 103.9 FM.

The application includes SSR's Conditional Use Permit Application, Site Plan, 16th Section Lease with Madison County School Board, FAA Determination of No Hazard to Aircraft Navigation, Utility Verification, and a Parcel Description.

Additionally, I have provided a compact disc for you with all of the above in electronic form, as well as payment of applicable fees.

I would like to be included on the soonest possible Planning and Zoning meeting. If you need anything else, then please let me know.

Respectfully,



Matthew Wesolowski
General Manager
WYAB 103.9 FM
601-201-2789
matt@wyab.com

Conditional Use Application

near American Legion Camp on Lake Cavalier Road

Property is a new parcel out of: 071E-16-010/01.00)

Prepared by Matthew Wesolowski for WYAB 103.9 FM on March 28, 2019

740 Highway 49, Suite R / Flora, MS 39071

601-201-2789 * matt@wyab.com

APPLICANT'S RESPONSES TO RELEVANT SECTIONS

SECTION 2609 – SPECIFICATIONS FOR ALL REQUIRED SITE PLANS AND ELEVATIONS

SECTION 2609.01 – SITE PLAN SPECIFICATIONS

1) Lot Lines (property lines):

Note: a Certificate of Survey with this information is attached hereto.

LEGAL DESCRIPTION

A certain parcel of land being situated in the Northwest $\frac{1}{4}$ of Section 16, T7N-R1E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing concrete monument marking the Southwest corner of the aforesaid Section 16, T7N-R1E and run thence North along the West line of the Southwest $\frac{1}{4}$ of said Section 16 for a distance of 2,640.00 feet to the Northwest corner thereof; said point also being the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 16; leaving said West line of the Southwest $\frac{1}{4}$ of Section 16, run thence North 89 degrees 42 minutes 21 seconds East along the South line of said Northwest $\frac{1}{4}$ of Section 16 for a distance of 1,465.79 feet to a point; leaving said South line of the Northwest $\frac{1}{4}$ of Section 16, run thence North for a distance of 74.38 feet to a set $\frac{1}{2}$ " iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North for a distance of 348.12 feet to a set $\frac{1}{2}$ " iron pin on the South right-of-way line of Lake Cavalier Road; run thence North 75 degrees 06 minutes 43 seconds East along said South right-of-way line of Lake Cavalier Road for a distance of 46.32 feet to a set $\frac{1}{2}$ " iron pin marking the Point of Curvature of a 8.6092 degree curve bearing to the right having a central angle of 33 degrees 21 minutes 23 seconds and a radius of 665.52 feet; run thence southeasterly along said South right-of-way line of Lake Cavalier Road and along the arc of said curve an arc length of 387.45 feet to a set $\frac{1}{2}$ " iron pin; said curve having a chord bearing of South 84 degrees 29 minutes 02 seconds East and a chord distance of 382.00 feet; leaving said South right-of-way line of Lake Cavalier Road and the arc of said curve, run thence South for a distance of 321.12 feet to a set $\frac{1}{2}$ " iron pin; run thence South 89 degrees 42 minutes 21 seconds West for a distance of 425.00 feet to the POINT OF BEGINNING, containing 3.5 acres, more or less

2) Zoning and 3) Names and owners of adjacent lots:

The parcel is bounded on all sides by 071E-16-010/01.00, which is zoned Residential Estate (R1):

KLAM, LLC
c/o Thomas P. McDonnell, III
1052 Highland Colony Parkway
Suite 204
Ridgeland, MS 39157
(601) 713-4333

4) Right of Way, 5) Access ways, curbs, parking, and 6) Easements:

The proposed tower would require a simple gated access and driveway. No easement is required. There will be no additional constructed parking spaces or loading areas.

7) Proposed Water Lines, 8) Storm Drainage, 9) Contours:

These items are not applicable in this application.

10) Floodplain Information

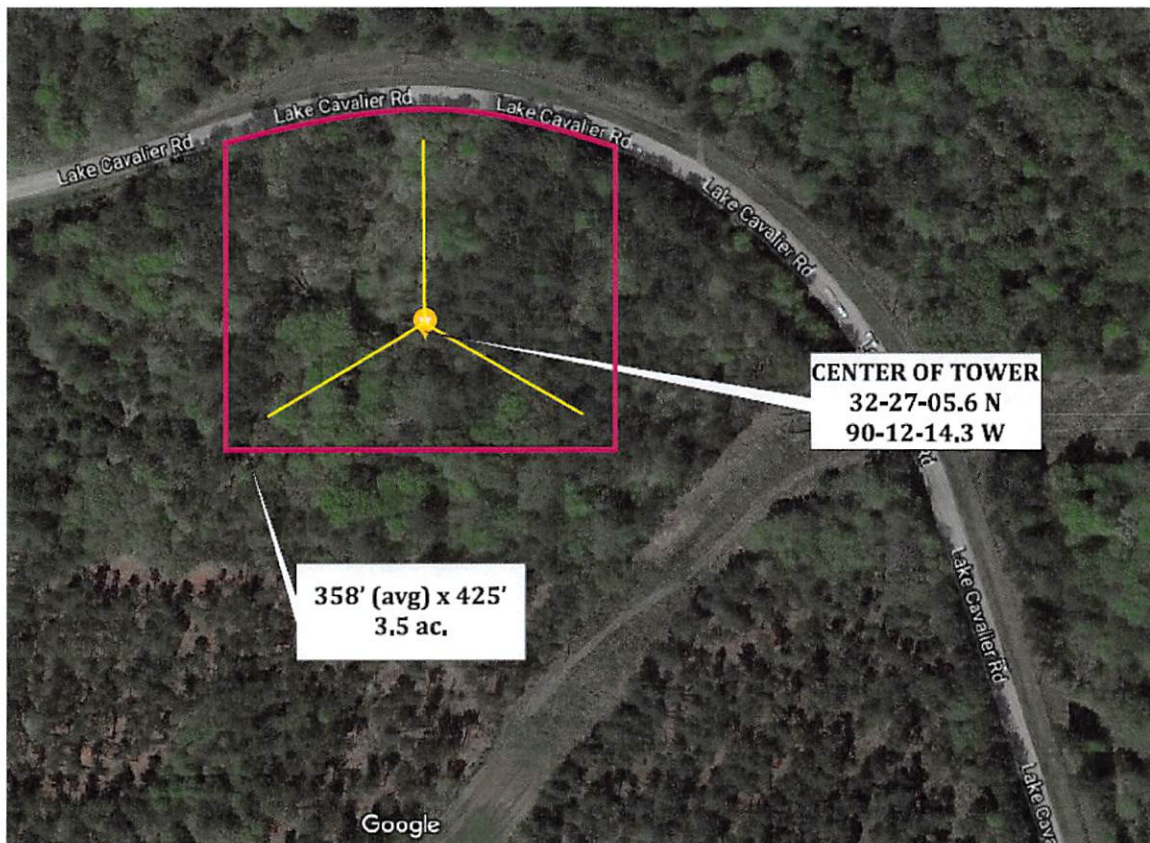


As depicted above, FEMA designates the entire parcel as “Area of Minimal Flood Hazard.”

11) Landscaped Areas and Planting Screens

An existing foliage screen exists between Lake Cavalier Road and the proposed tower site, which will shield visibility of the structure. No additional planting screens or landscaping is proposed herein.

12) Building lines and the location of all structures, existing and proposed:



The center of the tower would be at approximately 32-27-06 N, 90-12-14 W (NAD 27), with the guy wires shown above to scale.

13) Proposed uses of the land and buildings:

The proposed site will be used for broadcast transmission of WYAB 103.9 FM's radio signal to Madison County and the surrounding areas. A 10' x 10' equipment shed at the base of the tower will only house WYAB's radio equipment, transmitter, computers, and other various items in the WYAB audio broadcast chain.

14) Open Spaces and Recreation Areas

This section is not applicable to the Applicant's proposal.

15) Area of parcel

The area bounded by the proposed tower, guy wires, and equipment shed is 3.5 acres, or 152,460 square feet, located entirely within a rectangular shaped parcel measuring 425 by 358 feet (average, see property description for exact dimensions).

(all other sections and inapplicable to this request)

SECTION 2609.02 – ELEVATIONS AND ASSOCIATED DATA REQUIRED

1) Proposed elevations indicating general design, style, and architecture:

A profile view of the proposed tower is attached hereto.

The proposed tower will be comprised of 24-inch face standard steel tubular sections, each measuring approximately 20 feet. The equipment shed will be comprised of standard wooden construction, measuring approximately 10 feet by 10 feet.

2) Proposed materials and color schemes:

The proposed tower will be made of galvanized steel tubular sections, with the equipment shed being comprised of traditional wooden construction. The color of the tower will be red and white painted galvanized steel, and the color scheme of the equipment shed will be beige siding with white trim.

3) Number of stories and total square feet:

The proposed equipment shed will be no more than one storey and will be no more than 100 square feet in dimension.

4) Proposed height in feet:

The proposed tower will be 300 feet above the ground, while the equipment shed will be no more than 12 feet in height.

SECTION 2609.03 – OTHER EXHIBITS

NOTE 1

The Federal Aviation Administration has issued a determination of “No Hazard to Aircraft” to WYAB radio for the construction of this tower. Please see attachment hereto.

MISCELLANEOUS

If any additional details or exhibits are required of the Board, then please feel free to contact me below:

Matthew Wesolowski
WYAB 103.9 FM
740 Highway 49 / Suite R
Flora, MS 39071

601-201-2789
matt@wyab.com

16th Section Lease Copy

INDEXING: 3.5± acres in the SE1/4 NW1/4 of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi (out of #071E-16-010/01.00)

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

SSR Communications, Inc.
ATTN: Matthew Wesolowski
740 Highway 49 North, Ste R
Flora, MS 39071
Telephone: 601-879-0093

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

16th SECTION PUBLIC SCHOOL TRUST LANDS
RADIO TOWER COMMERCIAL LEASE CONTRACT

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL
CELLULAR TOWER LEASE CONTRACT, (hereafter "Lease Contract"), made and
entered into this the 15th day of April, 2019 by and between

the MADISON COUNTY BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST, (hereinafter "LESSOR"), and, SSR COMMUNICATIONS, INC., a Georgia Corporation, licensed and doing business in the State of Mississippi (hereinafter "LESSEE").

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Madison County Board of Education, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "subject property") to-wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning the 6th day of May, 2019 and ending on the 5th day of May, 2059 (called the "primary term"). It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is that LESSEE is hereby granted an option to renew this lease for an additional "secondary term" of twenty years from the 6th day of May, 2059, under the same terms, conditions, and stipulations set forth herein, except as to the amount of the annual rentals. Any portion of the annual rental based upon the fair market value of the land shall exclude buildings and improvements not then owned by the LESSOR, and shall be determined by a qualified appraiser selected by LESSOR hereto who performs his or her appraisal not more than twelve months prior and not less than three months prior to the expiration of the initial primary term. If LESSEE is not in default of any of the terms and provisions of this lease LESSEE shall have the option at the end of the above described secondary term, in preference to all other parties, to extend this lease upon such terms and conditions as may be then negotiated and agreed upon by parties hereto. LESSEE shall give written notice of intent to renew at the address indicated hereinafter at a date no less than twelve (12) months preceding the end of said secondary term or any such renewal term and such notice shall invoke and preserve LESSEE'S preferential right of renewal.

2. **Termination.** LESSEE shall have the right in its sole discretion to cancel and terminate this Lease at any time upon twelve (12) months notice with and upon payment of any rents due during and for said twelve (12) months. However, nothing herein shall relieve LESSEE of any duty or obligation to remove its tower and equipment as set out hereinafter.

3. **Rent.** LESSEE covenants and agrees to pay as rent to LESSOR, on or before the Anniversary Date of this Lease Contract each year a "Base rent" of Two Thousand Sixteen and no/100 Dollars (\$2,016.00) in advance.

This lease fee is based on the fact that intended use of the subject property is for a radio transmission tower lease, and as such there is no anticipated rental of space for cellular tower tenants. If LESSEE enters into an agreement with a tenant leasing space on the radio tower for a cellular array, the LESSOR reserves the right to reappraise the property in order to adjust the base rental to be more reflective of comparisons of lands associated with cellular tower lease rental fees, and in addition to the Base Rent, LESSEE shall pay as "Additional Rent" 1/8th (12.5%) percent of the annual gross rentals received from tower tenants. The Additional Rent shall be due and payable on the Anniversary Date of this Lease Contract. Annual rental shall mean the "Base Rent" and the "Additional Rent."

The obligation of LESSEE to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the final year of this lease or any renewal thereof the percentage of annual gross rentals shall be due on or before the expiration date of this lease. Rents shall be paid according to the following schedule.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1 - 10	\$ 2,016.00
11-20	\$ As Adjusted Pursuant to Paragraph 4
21-30	\$ As Adjusted Pursuant to Paragraph 4
31-40	\$ As Adjusted Pursuant to Paragraph 4

LESSOR or the their designated agents shall have the right to at least annually inspect the books and records of LESSEE or its assigns to verify the amount of LESSOR'S gross rentals per year.

In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if

(iii) LESSEE's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

11. **Environmental Accidents.** LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE. LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

12. **Breach of Lease Contract.** If LESSEE breaches any of the provisions of this Lease Contract and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Contract, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers.

However, in the event that an alleged breach is beyond the immediate control of LESSEE, this lease shall not be terminated so long as LESSEE has commenced reasonable efforts to cure or correct same within the time period stated above and continues working prudently, in good faith and in a diligent manner to cure or correct such breach or default. LESSOR may seek termination for breach if LESSEE fails to diligently pursue cure or correction of the alleged breach or default in a prudent, good faith and diligent manner. Said provision does not apply for breach for failure to pay rent, taxes or assessments.

13. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to who notice shall be sent.

To LESSOR:

16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

To Secretary of State:

Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136
Jackson, MS 39205-0136
Telephone: 601-359-1350
Facsimile: 601-359-1461

To LESSEE:

SSR Communications, Inc.
ATTN: Matthew Wesolowski
740 Highway 49 North, Suite R
Flora, MS 39071
Flora, MS 39071
Telephone: 601-879-0093

14. **Classification/Use.** The lands herein have been classified as "Commercial" in accordance with §29-3-31, et seq., Miss. Code Ann. (1972), as amended. LESSEE agrees that it is in the best interest of the LESSOR that the use of the property for a radio communications transmitting tower be maximized. LESSEE agrees to construct said radio communications transmitting tower subject to local zoning and regulations. LESSOR warrants that the Leased Premises shall be permitted to be used for a radio communications transmitting tower for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE will use the Property for the purposes of erecting, installing, maintaining and servicing a radio communications transmission tower and related equipment shelters and access thereto. LESSEE, its agents, employees, successors, assigns, tenants, sub-LESSEEs, and invitees are granted the unencumbered use and utilization of the Property for said purpose.

LESSEE shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

15. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by LESSEE over and across the adjoining land of LESSOR by

the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by LESSEE within fifteen (15) days of prior receipt of notice by LESSOR. Such access shall be limited to public roadways in existence at the time access is needed. LESSOR reserves the right to close or relocate roadways without notice to the LESSEE.

16. **Permits.** LESSEE shall be responsible for the application and securing of any and all building and/or construction permits required by any Federal, State, County or City entity. LESSOR agrees to execute and deliver all consents reasonably requested by LESSEE, and to cooperate with LESSEE in obtaining all licenses and permits which may be necessary for the construction and operation of LESSEE'S facilities.

Prior to LESSEE making physical improvements to the subject parcel, including construction of the radio transmission tower, LESSEE may opt to cancel the Lease Contract, without further obligation to the LESSOR, in the event that the Federal Communications Commission ("FCC") or the Federal Aviation Administration ("FAA") do not grant approval for the location and construction of the tower. LESSEE will make every reasonable effort to secure FCC and FAA authority, as well as any other applicable federal, state, or local governing approval to erect the radio transmission tower. If LESSEE is unable to obtain all necessary approval and permits related to said tower prior to construction, then LESSEE may opt out of the remaining period of the Lease Contract without further obligation to the LESSOR upon written notice to the LESSOR, with the understanding that no previously paid lease fees will be refunded.

17. **Timber.** The parties recognize that the subject property must be cleared of all timber for LESSEE to use the subject property for its purposes. After said initial cutting, LESSEE shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all non-merchantable trees, undergrowth, and any other natural or manmade obstruction that may injure or endanger any of the above-described facilities, or interfere with LESSEE'S access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

18. **Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State,



FAA Approval

Matthew Wesolowski
SSR Communications, Inc.
5270 West Jones Bridge Road
Norcross, GA 30092-1628

**** 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:	Tower WYAB Ridgeland MS Tower (rev)
Location:	Ridgeland, MS
Latitude:	32-27-05.62N NAD 83
Longitude:	90-12-14.32W
Heights:	371 feet site elevation (SE)
	300 feet above ground level (AGL)
	671 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:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

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

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

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

See attachment for additional condition(s) or information.

This determination expires on 08/11/2020 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 of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

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, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, 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 includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

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.

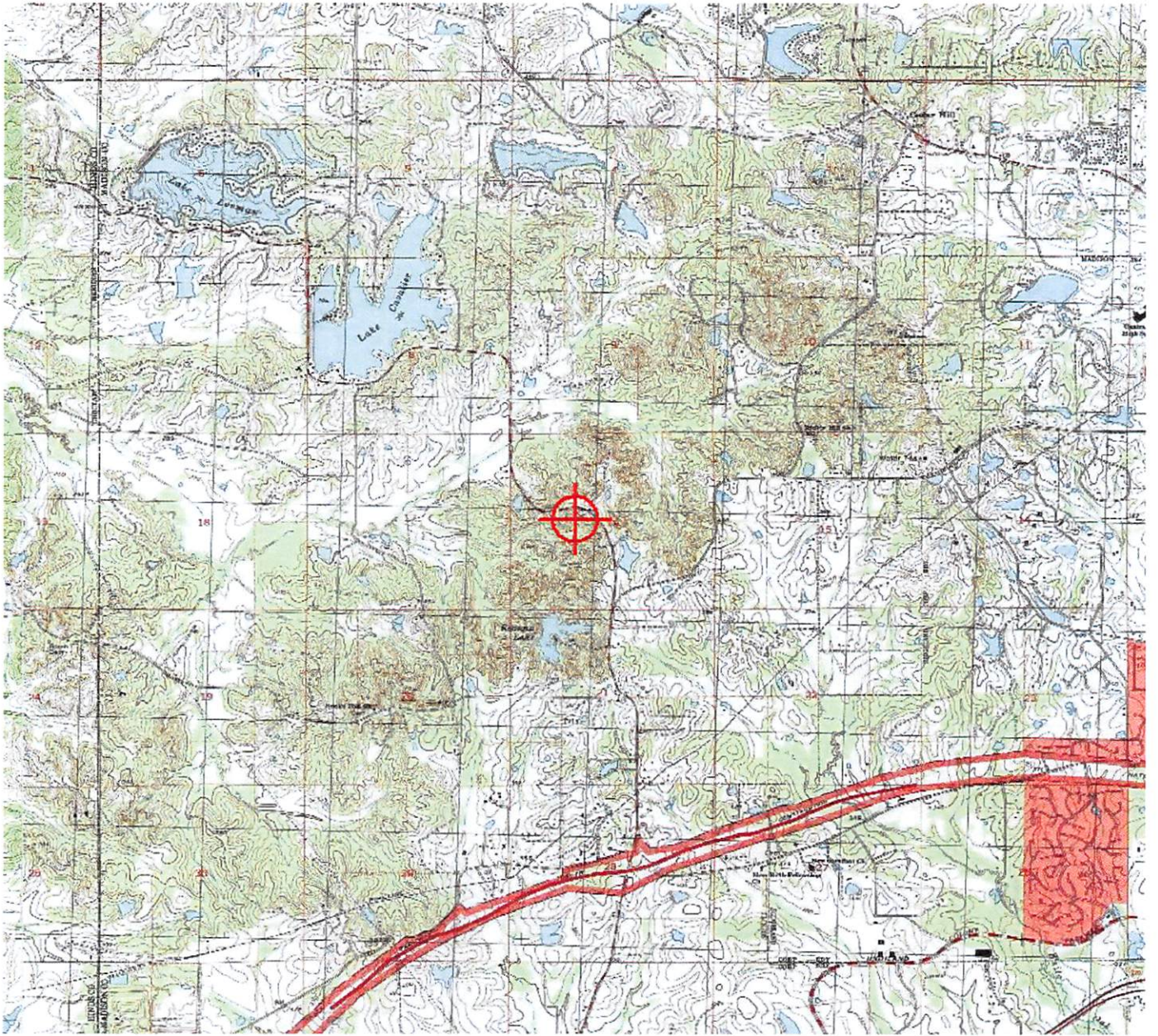
A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

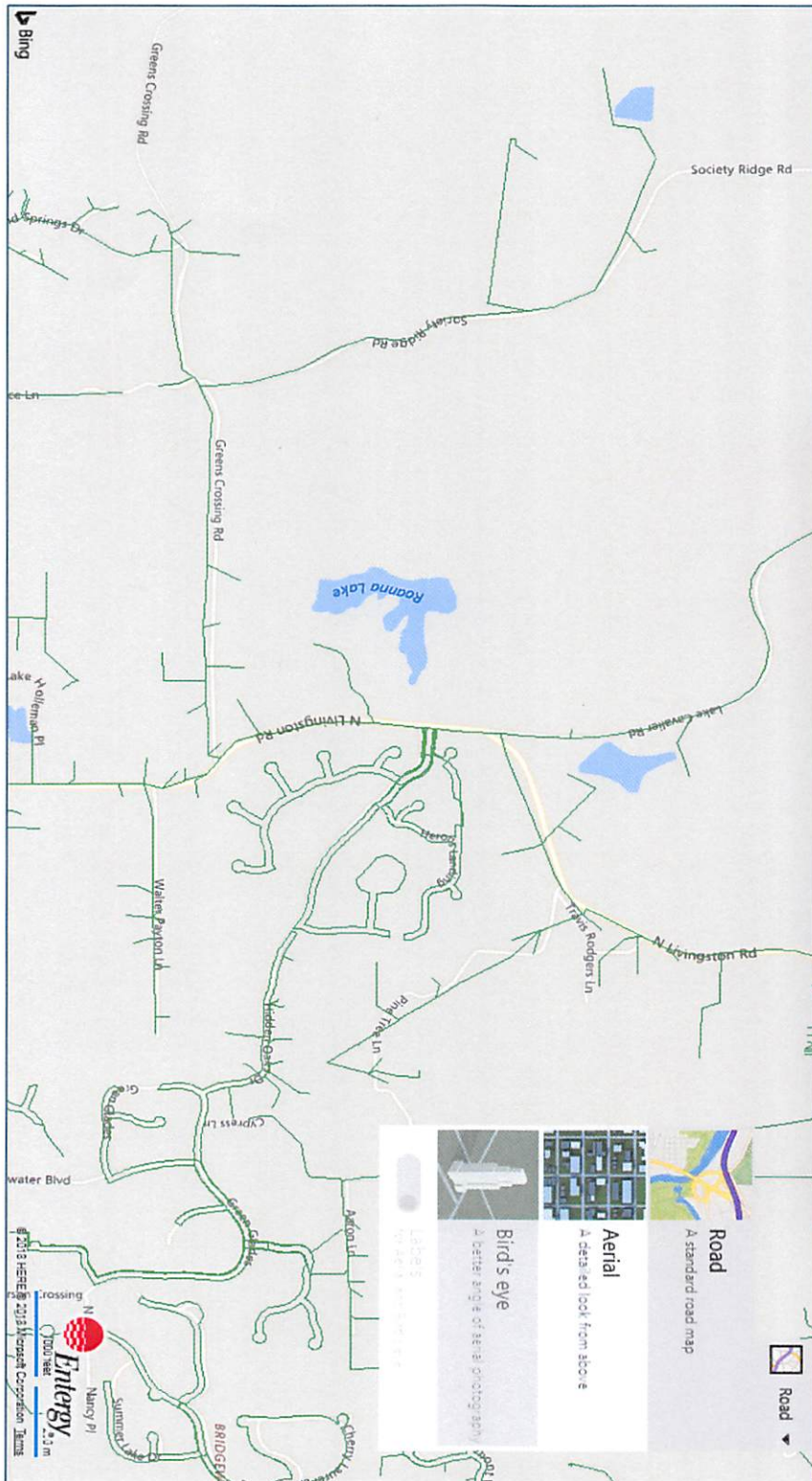
If we can be of further assistance, please contact our office at (206) 231-2993, or lynette.farrell@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-23674-OE.

Frequency Data for ASN 2018-ASO-23674-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
103.8	104	MHz	12	kW

TOPO Map for ASN 2018-ASO-23674-OE





Stay informed during the storm.
CLICK TO REGISTER for outage text alerts.



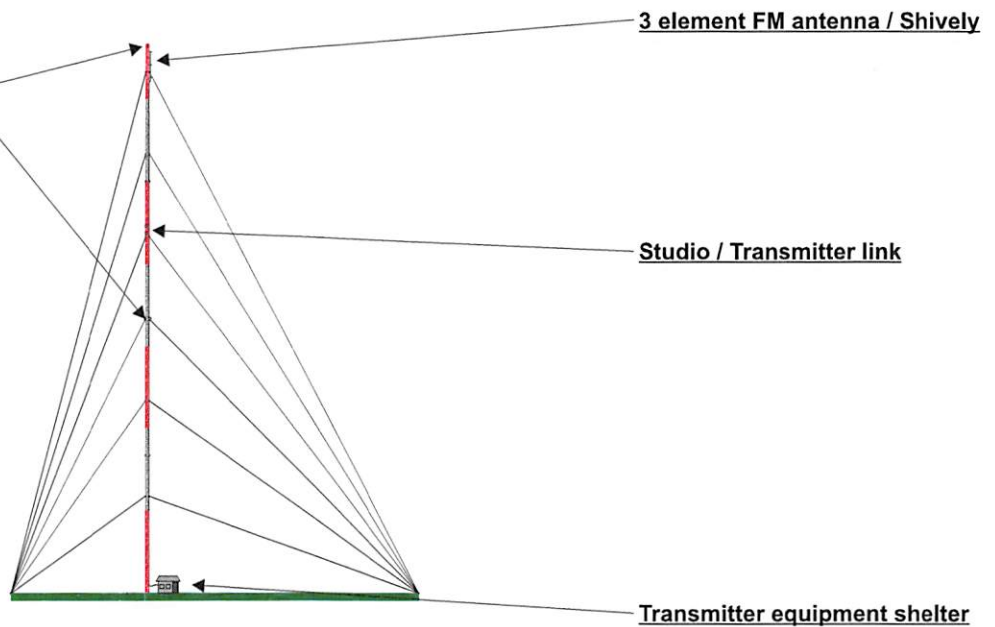
Verification of Utilities: Energy runs three-phase power to the site. No other utilities will be required in relation to this proposal.

PROPOSED 300' COMMUNICATIONS TOWER / WYAB 103.9 FM

PROFILE VIEW

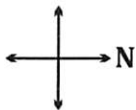
Tower lighting beacons / 600W

600W red light beacons are located at 150' and 300' agl.



OVERHEAD VIEW

Guy / support wires



BROADCAST COMMUNICATIONS TOWER / SSR COMMUNICATIONS, INC.
 Federal Communications Commission
 Antenna Structure Registration Number
 1303916 (new ASRN value is pending)

FM Antenna Information

Model: Shively 6810-3 ND, Side-mounted 3 bays
 ERP: 12,000 Watts / Transmitter Output: 8,600 Watts
 Frequency Range: 103.8 MHz - 104.0 Mhz

FCC CDBS Application ID No(s): pending
 Facility ID #77646

Additional Site Information

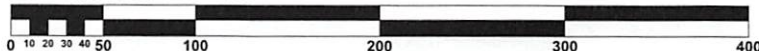
Location: 32 deg, 27 min, 06 sec North Latitude
 90 deg, 12 min, 14 sec West Longitude (NAD 27)

Site elevation above mean sea level: 371' (USGS)

Zoning: R1

Broadcast Communications Tower Plot
 SSR Communications / WYAB 103.9 FM
 Lake Cavalier and North Livingston Road
 Plots generated March 28, 2019
 Scale: 1" equals 100'

SCALE IN FEET - 1" = 100'



REF NO: 2019032877646SSR

STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey standing in the name of SSR Communications, Inc. located at Lake Cavalier Road, in the County of Madison aforesaid, being further described as follows, to-wit:

A certain parcel of land being situated in the Northwest ¼ of Section 16, T7N-R1E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing concrete monument marking the Southwest corner of the aforesaid Section 16, T7N-R1E and run thence North along the West line of the Southwest ¼ of said Section 16 for a distance of 2,640.00 feet to the Northwest corner thereof; said point also being the Southwest corner of the Northwest ¼ of said Section 16; leaving said West line of the Southwest ¼ of Section 16, run thence North 89 degrees 42 minutes 21 seconds East along the South line of said Northwest ¼ of Section 16 for a distance of 1,465.79 feet to a point; leaving said South line of the Northwest ¼ of Section 16, run thence North for a distance of 74.38 feet to a set ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North for a distance of 348.12 feet to a set ½" iron pin on the South right-of-way line of Lake Cavalier Road; run thence North 75 degrees 06 minutes 43 seconds East along said South right-of-way line of Lake Cavalier Road for a distance of 46.32 feet to a set ½" iron pin marking the Point of Curvature of a 8.6092 degree curve bearing to the right having a central angle of 33 degrees 21 minutes 23 seconds and a radius of 665.52 feet; run thence southeasterly along said South right-of-way line of Lake Cavalier Road and along


AND I ALSO CERTIFY, that there are no visible encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and visible improvements located on the above described property are within the boundaries of said property, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 25th day of February, 2019



By:

H D LANG AND ASSOCIATES, INC.


Don F. Garner, PS

the arc of said curve an arc length of 387.45 feet to a set ½" iron pin; said curve having a chord bearing of South 84 degrees 29 minutes 02 seconds East and a chord distance of 382.00 feet; leaving said South right-of-way line of Lake Cavalier Road and the arc of said curve, run thence South for a distance of 321.12 feet to a set ½" iron pin; run thence South 89 degrees 42 minutes 21 seconds West for a distance of 425.00 feet to the POINT OF BEGINNING, containing 3.5 acres, more or less.

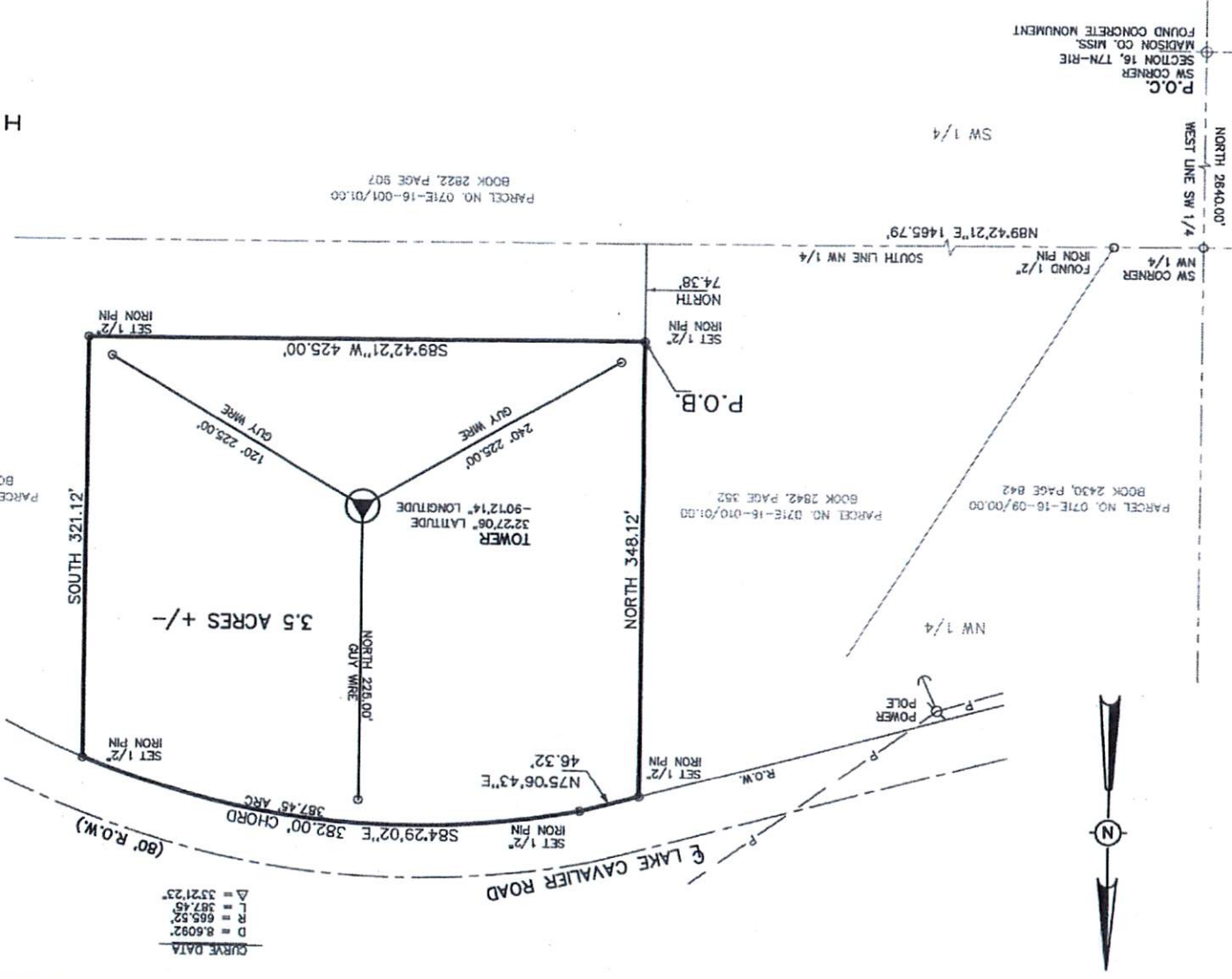
PLAT OF SURVEY
FOR
SSR COMMUNICATIONS, INC.
SITUATED IN THE NW 1/4 OF SECTION 16,
TOWNSHIP 7 NORTH, RANGE 1 EAST
MADISON COUNTY, MISSISSIPPI



NOTES:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
2. BEARINGS DERIVED FROM G.P.S. (GRID) ORIENTATION.
3. SURVEY CLASSIFICATION "B"
4. 1/2" IRON PIN SET AT THE CENTER OF THE TOWER AND AT EACH GUY WIRE.

H D LANG AND ASSOCIATES, INC.
ENGINEERS / LAND SURVEYORS
POST OFFICE BOX 18085
JACKSON, MISSISSIPPI 39238-6085
(601) 362-4886
JOB NO. 19-017
SCALE: 1" = 100'
02-25-19

CURVE DATA
D = 8.6092'
R = 657.52'
L = 387.15'
Δ = 3321.23'



PARCEL NO. 071E-16-010/01.00
BOOK 2842, PAGE 352

PARCEL NO. 071E-16-001/01.00
BOOK 2822, PAGE 507

PARCEL NO. 071E-16-010/01.00
BOOK 2842, PAGE 352

PARCEL NO. 071E-16-09/00.00
BOOK 2430, PAGE 842

P.O.C.
SW CORNER
SECTION 16, 17N-R1E
MADISON CO. MISS.
FOUND CONCRETE MONUMENT



