

Administrative Use Only

Date Submitted _____
Filing Fee - \$100.00 Date Paid - 4-24-08
Date Advertised 4-26-08

Case Number _____
Accepted By _____
Date Property Posted _____

SPECIAL USE PERMIT APPLICATION CITY OF LEXINGTON

1. Applicant's Name NE COLORADO WIRELESS, INC.
d/b/a VIAERO WIRELESS
2. Applicant's Address 1224 W. Platte Ave., Fort Morgan, CO 80701
3. Applicant's Telephone Number (970) 867-6767
4. Owner's Name Same as Applicant's. See Attached Purchase Agmt.
5. Owner's Address N/A
6. Owner's Telephone Number N/A
7. Purpose of Special Use Permit Construct an 85+/- FT Self-Support Lattice Tower
for Wireless Telecommunication Purposes.
*See Attached Pictures.
8. Present Zoning A-2 Urban Reserve (Ag) vs. R-1 Single Family (Res)
*See Attached Mapsifter Map.
9. Within City Limits Yes Within Zoning Jurisdiction Yes
10. Legal Description Pt. SE1/4NW1/4 32-10N-21W of the 6th PM.
11. Street Address of Property or Approximate Location W. 20th Street
*See Attached Survey & Site Plan.
12. Site Plan (if applicable) Yes

I/We the undersigned do hereby acknowledge that I/We do fully understand and agree to comply with the provisions and requirements for an application for a special use permit as described above. I/We the undersigned do hereby agree to allow City of Lexington employees or agents working for the City of Lexington, to enter the above referenced property as it pertains to this application.

NE COLORADO WIRELESS, INC.
d/b/a VIAERO WIRELESS

Chris R. Riha 4/15/08
Signature of Applicant

Chris R. Riha, Site Acquisition Mgr.



Chris R. Riha | Site Acquisition Manager
Phone: 308.370.1111 | Cell: 308.370.0383 | Fax: 308.385.4461
1512 Locust St | Grand Island, NE 68801
Chris.Riha@viaero.com

www.viaero.com

REAL ESTATE PURCHASE AGREEMENT
COMMERCIAL/AGRICULTURAL

(This is a legally binding contract. If you do not understand it, seek legal advice.)

1. EARNEST MONEY DEPOSIT - PARTIES TO CONTRACT - PROPERTY.

Purchasers NE COLORADO CELLULAR, INC., d/b/a VIAERO WIRELESS

Sellers hereby acknowledge receipt of Earnest Money in the amount of (\$ 500.00)

Five Hundred & no/100 DOLLARS

Cash N/A Check X to be held by seller, after acceptance of this offer on the property legally described as:

A Tract of Land located in Part of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Thirty-Two (32), Township Ten (10) North, Range Twenty-One (21) West of the 6th P.M., Dawson, County, Nebraska. *See Attached EXHIBIT A*

EXACT LEGAL TO BE SURVEYED AND PROVIDED BY A NEBRASKA REGISTERED SURVEYOR.

Also known as MILLER & ASSOCIATES

Sellers Daniel K. Harper

2. PURCHASE PRICE.

The total sales price is to be (\$) & no/100 Dollars.

After earnest money herein is credited, an additional down payment of \$ N/A is to be paid by Purchaser on or before N/A. After earnest money and down payment are herein credited, the remaining balance is to be paid by Purchaser at closing.

3. TITLE. Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An Abstract of Title shall be continued to date and furnished promptly to buyer for examination. In lieu of an Abstract of Title, an owner's policy of Title Insurance in the amount of purchase price may be substituted with cost to be distributed as follows: Seller N/A Purchaser 100%

4. INSPECTIONS. This offer is contingent upon the following inspections: 1.) Satisfactory Survey at Purchaser's Expense; 2.) Satisfactory Soils Test at Purchaser's Expense; 3.) Satisfactory Approval by all Local Government Agencies for a 85 -FT Telecommunications Tower; 4.) Satisfactory Approval by FAA, FCC & NEPA.

Inspections shall be completed within 120 days of acceptance of this offer.

Should the results of any inspections not be satisfactory to Purchaser, then, within this same period, Purchaser shall notify Seller in writing of the specific dissatisfaction and at which time parties may renegotiate or terminate this contract. If Purchaser fails to specifically approve or disapprove any inspections within the time specified, then Purchaser shall be deemed to have approved and accepted the property in its present condition.

INITIALS: PURCHASER AB , SELLER DKH ,

5. PRORATIONS.

Taxes are to be paid as follows: The 2007 real estate taxes paid in 2008 shall be paid 100% by Seller and N/A by Purchaser. Real estate taxes assessed this/year and payable next/year will be X, will not be prorated to the date of closing. 2008 2009

Other prorations: _____

6. OTHER PROVISIONS: This Purchase Agreement supersedes the Purchase Agreement dated 1/31/08. Purchaser must be able to obtain an Easement, if needed, for Ingress/Egress or this Purchase Agreement becomes NULL and VOID.

7. CLOSING/POSSESSION. Possession and closing shall be given to Purchaser on or before (date) 6/30/08, provided, however, delivery of possession is conditioned upon closing.

8. EARNEST MONEY/DEPOSITS. The seller shall hold all earnest money and other deposits until sale is closed. If this offer is not accepted by Seller, or if Purchaser is unable to secure financing, if so contingent, or if no agreement is reached regarding conditions found on inspection report(s), this agreement is void and Purchaser's money shall be returned in full, less any expenses incurred on Purchaser's behalf, including any inspection ordered by Purchaser.

9. ADDENDA TO THIS AGREEMENT. The following documents are addenda to this contract and are attached and become part of this contract by reference. If none, so state.

10. TIME IS OF THE ESSENCE OF THIS CONTRACT.

Dated this 26th day of February, 2008 at 10:00 a.m.

This agreement is void if not accepted by Seller by the 4th day of March, 2008 by 5:00 a.m. p.m.

VP Tech OPS Purchaser Purchaser

On this 3 day of MARCH 2008 the forgoing offer is:

(Initial) ACCEPTED DKH ; NOT ACCEPTED ; COUNTERED

Dan K Harper Seller Seller

LEXINGTON, NE NORTH SITE

Send To Printer

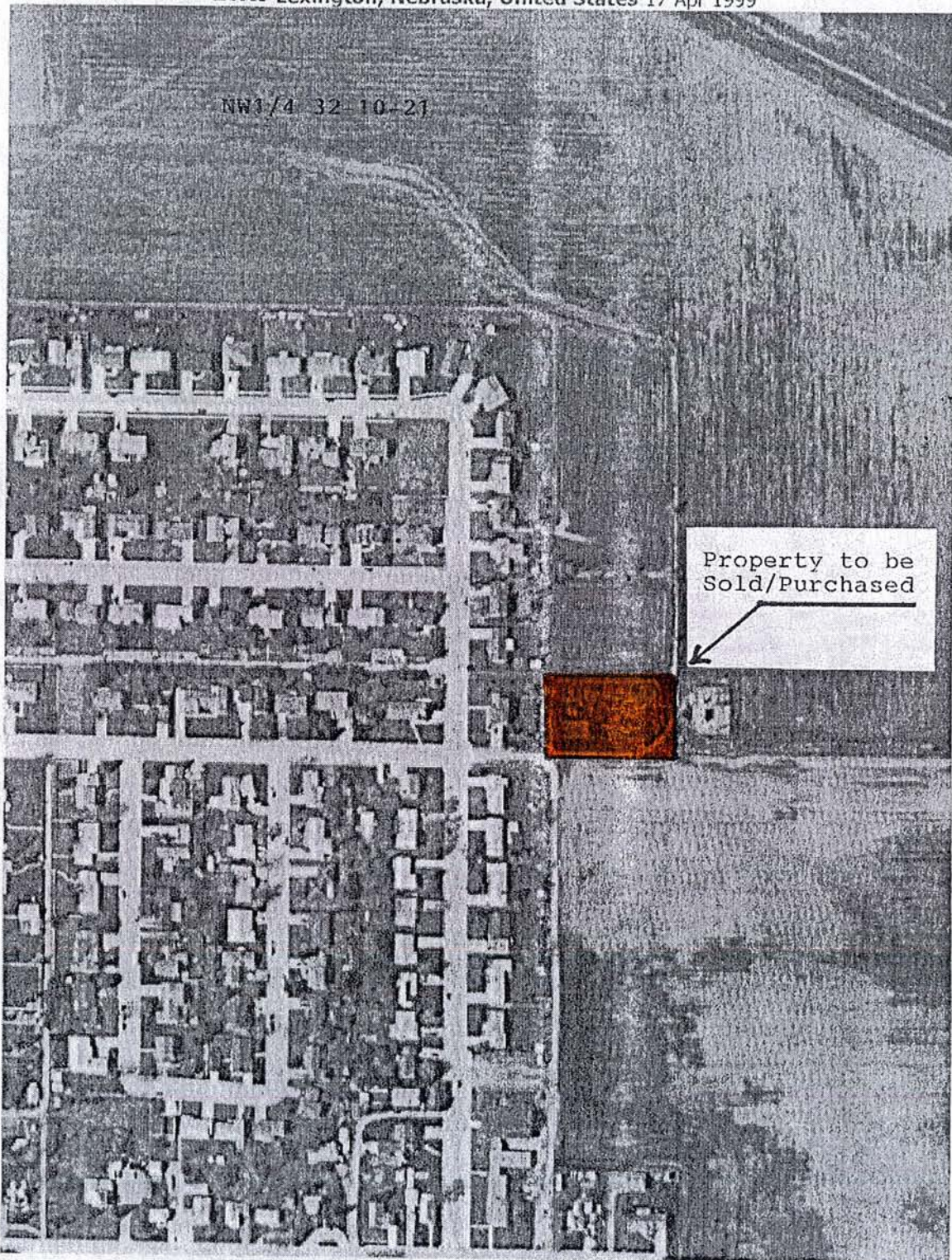
Back To TerraServer

Change to 11x17 Print Size

Show Grid Lines

Change to Landscape

USGS Lexington, Nebraska, United States 17 Apr 1999



DKH

Image courtesy of the U.S. Geological Survey
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Mapsifter

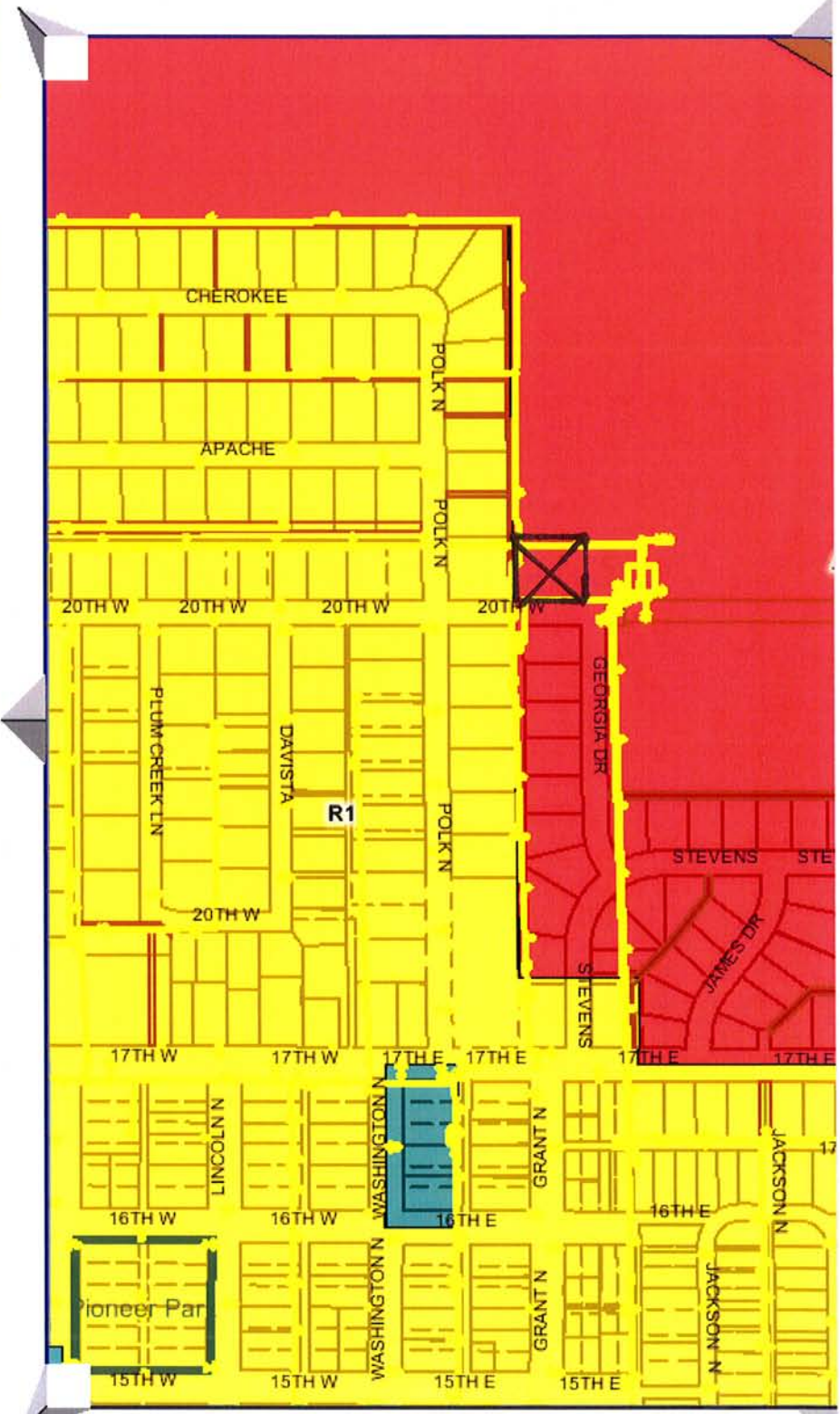
City of Lexington Nebraska

Full Map Zoom In Zoom Out Recenter Clear Select 1 2 Themes: System Defa

- Land
- Utilities
- Layers**
- History
- Legend
- Selections
- Links
- Help

- Expand
- Save
- Collapse
- Reset
- Refresh

- Layers
- Zoning
 - Lexington Zoning
 - Districts
 - LandBase
 - Land Management
 - Infrastructure
 - City Limits
 - Miscellaneous
 - Utilities - Sanitary
 - Utilities - Water
 - Utilities - Storm
 - Utilities - Electric
 - Lines
 - Aerials



Lat, Lon DD: 40.79679° N, 99.7441° W
 DMS: 40° 47' 48.4" N, 99° 44' 38.8" W

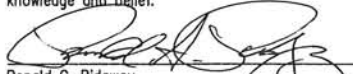
VIAERO - LEXINGTON NORTH
 PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4,
 SECTION 32, T10N, R21W, DAWSON COUNTY, NEBRASKA

LEGAL DESCRIPTION

A tract of land being part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$, NW $\frac{1}{4}$) of Section Thirty-two (32), Township Ten (10) North, Range Twenty-one (21) West of the Sixth Principal Meridian, Dawson County, Nebraska, more particularly described as follows:
 Referring to the Southeast corner of the Northwest Quarter of said Section 32 and assuming the East line of said Northwest Quarter as bearing N 0°28'08" W and all bearings contained herein are relative thereto; thence N 89°50'38" W along the South line of said Northwest Quarter a distance of 18.00 feet to the ACTUAL PLACE OF BEGINNING; thence N 89°50'38" W continuing along the South line of said Northwest Quarter a distance of 248.68 feet to the East line of Lot 1, Indian Heights Second Addition to the City of Lexington, Dawson County, Nebraska; thence N 0°32'49" W along said East line a distance of 150.38 feet to the Northeast Corner of said Lot; thence S 89°46'00" E a distance of 248.89 feet; thence S 0°28'08" E parallel with said East line of the Northwest Quarter a distance of 150.00 feet to the place of beginning. Containing 0.85 acres, more or less.

SURVEYOR'S CERTIFICATE

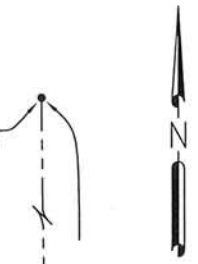
I, Ronald G. Ridgway, Nebraska Registered Land Surveyor No. 568, do hereby certify that the survey on the above referenced Legal Description, was performed by Todd Schepler, S.I.T #241, under my direct supervision. All information shown on the above plat is accurate and correct to the best of my knowledge and belief.


 Ronald G. Ridgway
 Nebraska Registered Land Surveyor No. 568



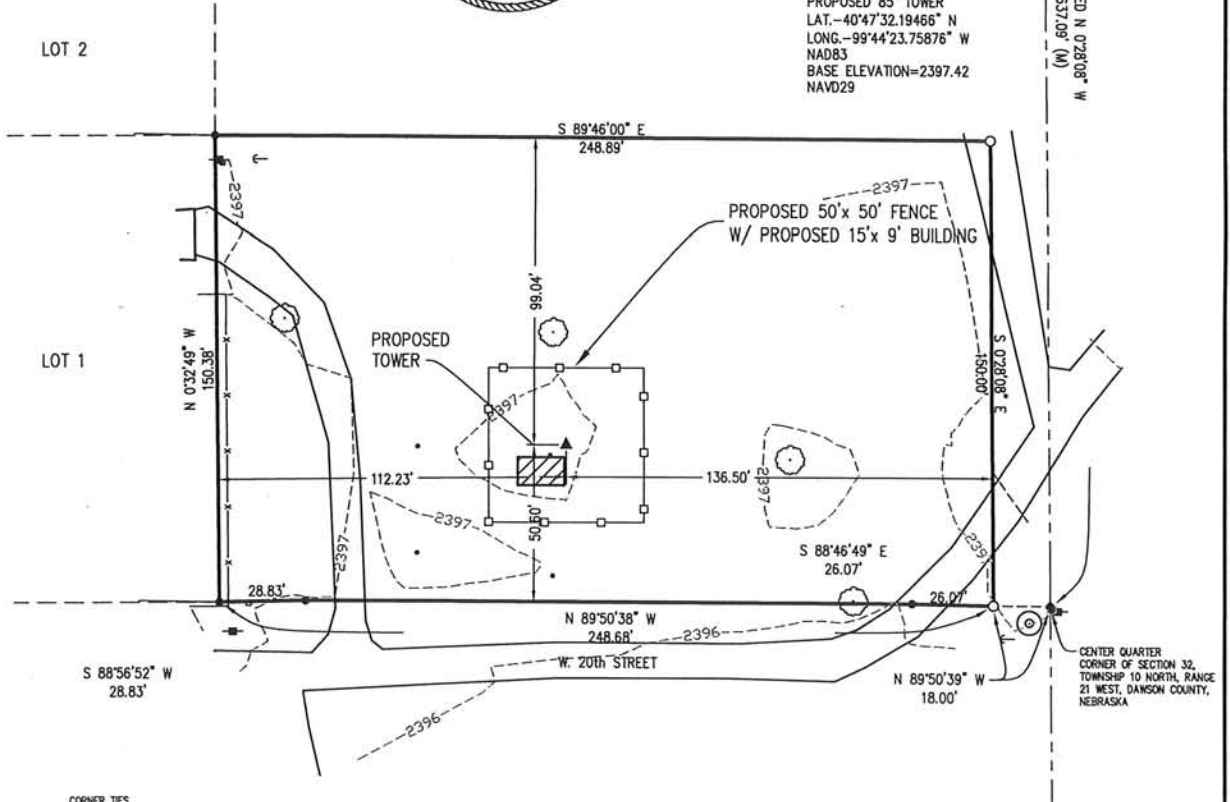
Date 04/14/08

NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 WEST, DAWSON COUNTY, NEBRASKA



NOTE
 PROPOSED 85' TOWER
 LAT. -40°47'32.19466" N
 LONG. -99°44'23.75876" W
 NAD83
 BASE ELEVATION=2397.42
 NAVD29

SECTION LINE
 ASSUMED N 0°28'08" W
 2537.09' (M)



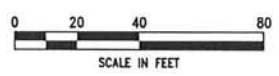
CORNER TIES

NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 WEST, DAWSON COUNTY, NEBRASKA. FOUND 2" ALUMINUM CAP IN ASPHALT ROAD AT SURFACE.

NORTH-33.00'-TO CONCRETE WITH CURB
 SOUTH-33.00'-TO CONCRETE WITH CURB
 SW-35.30'-TO HOLE IN CMP
 SE-29.30'-TO HOLE IN CMP

CENTER QUARTER CORNER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 WEST, DAWSON COUNTY, NEBRASKA. FOUND $\frac{3}{8}$ " REBAR WITH ORANGE STAKE IN HOLE.

EAST-3.00'-TO NAIL IN POWER POLE
 SW-8.70'-TO CENTER OF MANHOLE LID
 SW-18.50'-TO GUY POLE WIRE BOLT
 WEST-18.00'-TO $\frac{3}{8}$ " REBAR
 WEST-44.01'-TO $\frac{3}{8}$ " REBAR
 NW-28.00'-TO SOUTH CMP



- = CORNERS FOUND (5/8" REBAR UNLESS OTHERWISE NOTED)
- = CORNERS ESTABLISHED (CAPPED 5/8" x 24" REBAR)
- + = TEMPORARY POINT
- (P) = PLATTED DISTANCES
- (M) = MEASURED DISTANCES
- x-x- = FENCE LINE



PLANNING COMMISSION CITY OF LEXINGTON

DETERMINATION FORM

On May 7, 2008, the Lexington, Nebraska Planning Commission at its regular meeting, recommended Denial of a Special Use Permit _____ (Rezoning, Special Use, Subdivision, Variance, Zoning, Zone Appeal, Etc.) Request located at 305 East 20th, approximately 200 feet east of the intersection of 20th and Polk Streets for Viaero Wireless _____ (Name).

The Lexington Planning Commission made the following motion:

Motion by: Mark Yung _____

Seconded by: Toby Owens _____

Motion: Recommend the City Council deny the special use permit application by Viaero Wireless, based upon aesthetic issues and residential future land use plans for the area. _____

Roll Call. Voting "aye" were Hain, Vazquez, Smith, Owens, Yung. Voting "no" were Fagot and Bennett. Vivas was absent from the voting. Motion carries.

Pamela Berke
Planning Secretary

Viaero Wireless Tower
20th & Polk Street

We the people of the 20th and Polk neighborhood oppose the placement of the Viaero wireless 85-foot tower in proposed location for the following reasons:

1. The tower would give an unsightly look in one of the nicest neighborhoods in Lexington.
2. The tower would reduce the evaluation of the housing market in the 20th and Polk neighborhood.
3. The tower would offer our community little to no chance of future economic housing development in the area located to the east and south of the 20th and Polk neighborhood.
4. The tower would be only the second of three towers that Viaero has planned for our community, which is an excessive number for our town to carry so that one company can offer its customers an effective signal.
5. The Lexington Rezoning Board and City Council voted down Viaero's application to place a tower at 15th and Adams for several of the same reasons.
6. The Lexington Rezoning Board voted down the proposed site at the 20th and Polk in May of 2008.

In the future, will the city of Lexington grant equal rights for other wireless communication companies (AT&T, Verizon, T Mobil, Nextel, Sprint, Cellular One) to place multiple towers in our community that would cause it to look like a tower town?

NAME

ADDRESS

Rachel Fugitt

2010 Polk

Northea Yeutter

~~75556~~ R. 2006 Polk

Lonnie Cox

1910 N Polk

Walter S. Spiller

100 Apache Dr

David J. Miller

1900 Polk

Ally Chappess

1808 Polk St

Paula Knappke

101 E. 20th

Angie Eldon

2002 Polk
