CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall
Monday, November 16, 2026 at 6:00 PM

AGENDA

Peyton Jamison, **Mayor**

CITY COUNCIL

DISTRICT 1	DISTRICT 2	DISTRICT 3
Brian Dolan–Post 1	Juliette Johnson–Post 1	Jan C. Jacobus–Post 1
Carol Cookerly–Post 2	Doug Hene–Post 2	Phil Cranmer–Post 2

INVOCATION

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE (*Led by Mayor Peyton Jamison*)

4) APPROVAL OF MEETING AGENDA *(Add or remove items from the agenda)*
Agenda Item No. 26-347

5) PUBLIC COMMENT (General)

6) CONSENT AGENDA

A. Approval of the November 2, 2026 Regular City Council Meeting Minutes.
Agenda Item No. 26-348
(Tammy Lowit, City Clerk)

B. Approval of the November 9, 2026 Special Called Joint Meeting of the City of Milton Development Authority and City Council Meeting Minutes.
Agenda Item No. 26-349
(Tammy Lowit, City Clerk)

C. Approval of a Professional Services Agreement with Bureau Veritas North America, Inc. for Temporary Plan Review and Building Inspection Services.
Agenda Item No. 26-350
(Sara Leaders, Community Development & Public Works Director)

D. Approval of Change Order #1 to the Construction Services Agreement with Prime Contractors, Inc. for Structural Repairs to the Historic McConnell House.
Agenda Item No. 26-351
(Sara Leaders, Community Development and Public Works Director)

7) REPORTS AND PRESENTATIONS

A. Recognition of the City of Milton Parks and Recreation Department's Three 2026 GRPA District 7 Awards.
Agenda Item No 26-352
(Tom McKlveen, Parks and Recreation Director)

8) FIRST PRESENTATION

A. Consideration of a Use Permit Request **U26-02** by The Wilds Early Learning Academy for a Preschool (Day Care Facility) at 12457 Broadwell Road, Suite 103, Zoned T4 within the Crabapple Form Based Code, Pursuant to Section 8.5.4 of the Unified Development Code.
Agenda Item No. 26-353
(Sara Leaders, Community Development and Public Works Director)

9) PUBLIC HEARING

10) ZONING AGENDA

A. Consideration of a Use Permit Request **U26-01** by Ragin & Associates, Juan Ragin, for an Event Facility at 631 North Main Street, Suite 207, Zoned T5 within the Deerfield Form Based Code, Pursuant to Section 8.5.6.B of the Unified Development Code, within an Existing 1,625-Square-Foot Tenant Space for a Maximum of 90 Attendees.
Agenda Item No. 26-344
(Sara Leaders, Community Development and Public Works Director)

B. Consideration of an Ordinance **RZ26-05** to Amend Article 2, General Provisions; Article 3, Agricultural Districts; Article 6, Special Purpose Districts; Article 8, Use Provisions; and Article 13, Definitions of the Unified Development Code.
Agenda Item No. 26-343
(Sara Leaders, Community Development and Public Works Director)

11) UNFINISHED BUSINESS

12) NEW BUSINESS

A. Consideration of Subdivision Plats & Revisions – Final Plat Revision, Old Place at Crabapple Subdivision.

Name of Development / Location	Action	Comments /# lots	Total Acres	Density
Old Place at Crabapple Subdivision LL 1171 Dist. 2, Sect. 2	Final Plat	The purpose of this plat is to divide a portion of green space from Old Place at Crabapple and transfer and combine a portion with the existing adjoining parcel at 955 Old Place Drive.	**3.643** Acres	**N/A**

Agenda Item No. 26-354
(Sara Leaders, Community Development and Public Works Director)

B. Consideration of Subdivision Plats & Revisions - Minor Plat, 895 Mid Broadwell Road.

Name of Development / Location	Action	Comments /# lots	Total Acres	Density
895 Mid Broadwell Road LL 1171 Dist. 2, Sect. 2	Minor Plat	The purpose of this plat is to transfer and combine a portion of the remaining green space from Old Place at Crabapple with the existing adjoining parcel at 895 Mid Broadwell Road.	**3.643** Acres	**N/A**

Agenda Item No. 26-355
(Sara Leaders, Community Development and Public Works Director)

C. Consideration of an Addendum to the Purchase and Sale Agreement dated September 21, 2026, Regarding the Acquisition of the Verizon Place Property Regarding Tower Approvals.
Agenda Item No. 26-356
(Ken Jarrard, City Attorney)

D. Consideration of a Resolution Directing the City Manager to Deliver a "Diligence Approval Notice" to the Sellers Under that Certain Purchase and Sale Agreement Dated September 21, 2026, Regarding the Acquisition of the Verizon Place Property.
Agenda Item No 26-357
(Ken Jarrard, City Attorney)

E. Consideration of a Memorandum of Understanding Regarding an Economic Development Project in Milton, Georgia, Including Assignment of the City's Interest in that Certain Purchase and Sale Agreement Dated September 21, 2026, Regarding the Acquisition of the Verizon Place Property.
Agenda Item No. 26-358
(Ken Jarrard, City Attorney)

F. Consideration of a Resolution of the City of Milton, Georgia Enacting a Thirty (30) Day Temporary Moratorium on Certain City Applications Proposing Higher Capacity Private Wastewater Systems, with Exceptions for Individual Single-Family Residential Systems and Necessary Repairs.
Agenda Item No. 26-359
(Ken Jarrard, City Attorney)

13) MAYOR AND COUNCIL REPORTS

14) STAFF REPORTS

15) EXECUTIVE SESSION (*Land Acquisition, Personnel, Litigation, if needed*)

16) ADJOURNMENT
Agenda Item No. 26-360

Individual requiring special accommodations to attend any City meeting should contact 678.242.2500.

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	November 16, 2026
AGENDA ITEM TITLE:	Approval of a Professional Services Agreement with Bureau Veritas North America, Inc. for Temporary Plan Review and Building Inspection Services.	
STATEMENT OF PURPOSE:	The purpose of this item is to obtain City Council approval of an agreement with Bureau Veritas North America, Inc. to provide temporary residential and commercial building plan review and inspection services through December 31, 2026.	
FINANCIAL IMPACT:	The agreement has a maximum contract price of $50,000, with services billed at the agreement's hourly rates for work performed. Funding is available in the General Fund's Community Development professional services account.	
RECOMMENDED ACTION:	Approve the Professional Services Agreement with Bureau Veritas North America, Inc. for Temporary Plan Review and Building Inspection Services.	

EXECUTIVE SUMMARY:

The agreement with Bureau Veritas North America, Inc. provides temporary residential and commercial building plan review and inspection services for the Community Development Department. The agreement supports continuity of Building Division services while the City completes a separate procurement for ongoing support services.

The agreement ends December 31, 2026, and establishes a maximum contract price of $50,000. Services are provided at hourly rates, with monthly invoicing for work performed. The City retains final code interpretation authority and discretion over permit issuance.

PURPOSE/BACKGROUND:

The Building Division relies on qualified personnel to review construction plans and perform inspections for compliance with applicable building codes. Temporary consultant support provides additional capacity to maintain these services during a staffing transition.

The agreement provides short-term support while the City pursues a separate competitive procurement for ongoing Building Division support services. It covers both residential and commercial work requested by the City.

STAFF ANALYSIS:

Staff obtained three quotes for temporary plan review and building inspection services. The scope covers standard building code plan review and inspection services for residential and commercial construction. Plan reviews will evaluate compliance with applicable state-mandated construction codes and City-provided requirements. The proposal provides for residential review comments within three days of receipt and commercial review comments within ten days, depending on project size and scope. Bureau Veritas submitted the lowest-priced proposal.

Building code compliance inspections will be performed by ICC-certified inspectors as requested by next-day inspections available when requested by 4:00 p.m. the prior day. Inspection reports will be submitted digitally, with identified deficiencies supported by applicable code references.

Staff will coordinate assignments, review deliverables, and oversee consultant performance. The City retains final code interpretation authority and discretion over permit issuance.

FINANCIAL IMPACT:

The agreement has a maximum contract price of $50,000, with services billed at the agreement's hourly rates for work performed. Funding is available in the General Fund's Community Development professional services account.

The maximum contract price includes all direct and indirect costs; the agreement does not provide separate reimbursement for expenses. Invoices will be submitted monthly and paid following City review and approval.

ALTERNATIVES CONSIDERED:

Option 1: Provide temporary plan review and building inspection services through December 31, 2026, allowing time to procure longer-term support services and evaluate staffing needs.

Option 2: Continue providing services with existing staff while recruitment for current vacancies proceeds, adjusting plan review and inspection schedules as needed.

LEGAL AND REGULATORY CONSIDERATIONS:

Services must comply with applicable federal, state, and local requirements. The City retains final interpretive authority over applicable codes and discretion over permit issuance.

OPERATIONAL IMPACT:

The agreement provides temporary capacity to support plan review and inspections during the staffing transition. City staff will coordinate service requests, communicate with applicants, review invoices, and oversee consultant performance. The temporary services support continuity of Building Division operations while longer-term support arrangements are procured and staffing levels are evaluated.

COMMUNITY/STAKEHOLDER IMPACT:

Temporary plan review and inspection support helps residents, businesses, and contractors continue through the permitting and construction process. Qualified review and inspection services support consistent code administration and protection of public health and safety.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1: Ensure Milton's Sustainability and Resiliency by supporting continuity of essential Building Division services.

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with Bureau Veritas North America, Inc. for Temporary Plan Review and Building Inspection Services.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – November 4, 2026 Bernadette Harvill
Legal Review: Jennifer McCall, Jarrard & Davis, LLP – October 26, 2026
Concurrent Review: Stacey Inglis, Deputy City Manager

Stacey Inglis

ATTACHMENTS:

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Temporary Plan Review and Building Inspection Services

THIS AGREEMENT is made effective as of _____ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the "City"), and **BUREAU VERITAS NORTH AMERICA, INC.**, a Delaware corporation with a place of business in Georgia at 6342 Grand Hickory Dr, Ste 205, Braselton, GA 30517 (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – Consultant's Proposal
Exhibit "B" –Certificate of Insurance
Exhibit "C" – Contractor Affidavit
Exhibit "D" – Subcontractor Affidavit

B. Project Description. The "Project" at issue in this Agreement is generally described as: provide temporary building plan review and inspection services for the City's Community Development department.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work in the Project Description above. Unless otherwise stated above, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services, and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. Schedule, Completion Date, and Term of Agreement. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Consultant is not responsible for delays caused by City or beyond the reasonable control of Consultant. The term of this Agreement ("Term") shall be deemed to have commenced on the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on December 31, 2026 (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is (or is later amended to extend) longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year during the Term, absent City's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

A. Change Order Defined. A "Change Order" means a written modification of the Agreement, signed by representatives of City and Consultant with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such

changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Consultant.

D. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the "Maximum Contract Price" (as defined in Section III(B) below)

III. COMPENSATION AND METHOD OF PAYMENT

A. Payment Terms. City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

B. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FIFTY THOUSAND AND 00/100 DOLLARS** ($50,000.00) (the "Maximum Contract Price"), except as outlined in Section II(C) above.

B. Reimbursement for Costs. The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and there shall be no reimbursement for costs.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant; Licenses, Certification and Permits. Consultant accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq*.). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement.

Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. Hal Chitwood shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City. Consultant covenants and agrees to take and assume all responsibility for the Work rendered by Consultant in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to reasonable attorney's fees ("Liabilities"), to the extent directly arising from the willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.
In the event liability is shared by the parties to this Agreement, each Party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence.

Notwithstanding anything to the contrary, (i) neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other Party, or to any third party, (ii) no punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances and (iii) the total aggregate liability of the Parties shall not exceed $50,000 or the amount of the total fees under the work order/purchase order applicable to the liability, whichever is greater, for negligent professional acts, or errors or omissions.

H. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance. Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "E"**, attached hereto and incorporated by reference. Consultant acknowledges that it will have no subcontractors for the Work.

J. <u>Employment of Unauthorized Aliens Prohibited</u> – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

(1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibit "C"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing, **or**

(3) In accordance with O.C.G.A. § 13-10-91(b)(5), if Consultant currently has no employees and does not intend to hire any employees for purposes of satisfying or completing the terms and conditions of this Agreement, Consultant shall provide a copy of Consultant's state issued driver's license or state issued identification card in lieu of providing an E-Verify affidavit.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "C"**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "D"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above; or, in the case of a sole proprietor subcontractor, a copy of subcontractor's state issued driver's license or state issued identification card as noted in sub-subsection (3) above. Consultant agrees to provide a completed copy of the above-required materials to City within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Consultant or Consultant's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

K. <u>Records, Reports and Audits.</u>

(1) <u>Records</u>:

(a) Books, records, documents, account legers, data bases, and similar materials directly relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date

that final payment is made to Consultant by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and upon advance written notice and scheduling, and as often as City may deem necessary, Consultant shall make available to City or City's representative(s) for examination all Records. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall promptly notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand,

accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

M. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. RESERVED

O. Meetings. Consultant is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered promptly to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. If City re-uses, modifies or a third party relies on the services, analyses, reports or certifications without Consultant's written permission, then City agrees to defend and indemnify Consultant from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall promptly disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

V. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representative. Sara Leaders, Public Works and Community Development Director, shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

C. Non-Solicitation/Hiring of Employees. To promote an optimum working relationship, the City agrees in good faith that for the term of this Agreement and six months after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of Consultant. Further, Consultant's employees shall not be retained as expert witnesses except by separate written agreement. City agrees to pay Consultant's legal expenses, administrative costs and fees pursuant to Consultant's then-current fee schedule in order for Consultant to respond to any subpoena.

VI. TERMINATION

A. For Convenience. City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. For Cause. Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. In the event of Consultant's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; or (b) pursue any other remedy then available, at law or in equity, to City for such default.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. Payment Upon Termination. Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court. In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs

and other legal expenses from the other party.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Consultant shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant provides evidence that no such license is required.

F. Notices.

(1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Consultant's Representative (named above) for Consultant.

(2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONSULTANT shall be sent to:

Bureau Veritas North America, Inc.
Attn: Hal Chitwood, CBO
6342 Grand Hickory Dr, Ste 205
Braselton, GA 30517

With a copy to Legal at: ronald.victor@bureauveritas.com

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party

because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Consultant's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF City and Consultant have executed this Agreement, effective as of the Effective Date first above written.

CONSULTANT:

BUREAU VERITAS NORTH AMERICA, INC.

Signature: _____

Print Name: Van Tran
President/Vice President (Corporation, circle one)

Attest/Witness:

Signature: _____
Print Name: Heather Bush
Title: Corporate Secretary
Asst. Corporate or Corporate Secretary (if corporation)

Bureau Veritas North America, Inc. CORPORATE SEAL 2003 DELAWARE

CITY OF MILTON, GEORGIA

_____
By: Steven Krokoff, City Manager

RATIFIED BY COUNCIL

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Tammy Lowit, City Clerk

Approved as to form:

Jennifer McCall 11/05/2026
_____
City Attorney Date

EXHIBIT "A"

BUREAU VERITAS PROPOSAL

October 6, 2026

Sara Leaders
Community Development and Public Works Director
City of Milton
2006 Heritage Walk
Milton, GA 30004
sara.leaders@miltonga.org

Project:

Residential and Commercial Plan Review and Inspections

Project Scope:

Plan Review shall be conducted as required by state mandated construction codes as reasonably adopted by the Client and other provided code related documents as approved by the Client. Residential review comments will be returned within three (3) days of receiving plan on a form suitable to the client. Commercial review comments will be returned within ten (10) days of receiving plans depending on size and scope of the project. The Client is the final interpretive authority, and permits will be issued at the discretion of the client.

Project Scope:

Building Code Compliance Inspections shall be conducted by ICC certified inspectors as required by state mandated construction codes as reasonably adopted by the Client and other provided code related documents as approved by the Client. Special Inspections as specified in Chapter 17 and non-prescriptive structural inspections of the International Building Code are not included and may be required as specified in the International Building Code. Inspections shall be conducted daily as needed/as requested by the Client. BVNA will guarantee next day inspections with notification by 4:00pm on the day prior to inspection request date. Same day inspections may be provided with reasonable notification for emergencies. Inspection reports will be submitted to the Client digitally on a form provided by BVNA. Violations of the building code will be supported by specific code sections related to the deficiency. The Client is the final interpretive authority.

Fee Arrangement:

Residential Plans Examiner - **$100.00 / hour**
Residential Building Inspector - **$90.00 / hour**
Commercial Plans Examiner - **$120.00 / hour**
Commercial Building Inspector - **$110.00 / hour**

Invoicing:

Fee to be invoiced each month following commencement of service.

Terms and Conditions:

Bureau Veritas standard terms and conditions shall govern all work and services provided and can be located at https://www.bvna. com/code-compliance-terms-and-conditions.

Thank you for the opportunity to provide this proposal. We look forward to providing exceptional customer service.

Sincerely,

Hal Chitwood, CBO
Business Unit Manager - Southeast
P: 706-818-4668
E: hal.chitwood@bureauveritas.com

Chris Honeycutt
Director of Operations – Georgia
P: 478.316.0830
E: christopher.honeycutt@bureauveritas.com

EXHIBIT "B"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/07/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bureau Veritas North America, Inc
16800 Greenspoint Park Drive
Suite 300S
Houston TX 77060 USA

COVERAGES **CERTIFICATE NUMBER:** 570123700240 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	USL00159326 SIR applies per policy terms & conditions	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000 $50,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY		Y	10 AB S41202 AOS	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive Deduct	$2,000,000 $1,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $250,000			USL00163326	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	10WNS41200 See State Policy Addendum	01/01/2026	01/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Architects & Engineers Professional			USF00248026 Claims Made SIR applies per policy terms & conditions	01/01/2026	01/01/2027	Each Claim Aggregate SIR	$1,000,000 $1,000,000 $250,000

Certificate No : 570123700240

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Temporary Plan Review and Building Inspection Services.
The City of Milton, Georgia is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of The City of Milton, Georgia in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

CERTIFICATE HOLDER

City of Milton, Georgia
2006 Heritage Walk
Milton GA 30004 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000048582
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc
POLICY NUMBER: See Certificate Number: 570123700240	
CARRIER: See Certificate Number: 570123700240 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B			Y	10 AB S41202 AOS	01/01/2026	01/01/2027	Collision Deductible	$1,000

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc
POLICY NUMBER: See Certificate Number: 570123700240	
CARRIER: See Certificate Number: 570123700240 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/26-01/01/27 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200 01/01/26-01/01/27 Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200 01/01/26-01/01/27 Hartford Insurance Company of the Midwest AK,ID
10WNS41200 01/01/26-01/01/27 Hartford Casualty Insurance Company MO,WV
10WNS41200 01/01/26-01/01/27 Nutmeg Insurance Company CT,IL
10WNS41200 01/01/26-01/01/27 Hartford Fire Insurance Company NH,OR,PA
10WNS41200 01/01/26-01/01/27 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200 01/01/26-01/01/27 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200 01/01/26-01/01/27 Hartford Insurance Company of Illinois TX
10WNS41200 01/01/26-01/01/27 Hartford Insurance Company of the Southeast KS,MD
10WNS41200 01/01/26-01/01/27 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200 01/01/26-01/01/27 Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201 01/01/26-01/01/27 Twin City Fire Insurance Company WI
10WBRS41201 01/01/26-01/01/27 Sentinel Insurance Company, Limited MA

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EXHIBIT "C"

STATE OF Georgia
COUNTY OF Gwinnett

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1113851
Federal Work Authorization User Identification Number

8/01/2016
Date of Authorization

Bureau Veritas North America, Inc.
Name of Contractor

Temporary Plan Review and Building Inspection Services
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on November 3, 2026 in Braselton (city), GA (state).

Signature of Authorized Officer or Agent

Hal Chitwood
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3rd DAY OF November, 2026.

NOTARY PUBLIC

[NOTARY SEAL]

YVONNE GREENWAY
My Commission Expires
NOTARY PUBLIC
September 23, 2028
BARROW COUNTY, GEORGIA

My Commission Expires:

September 23, 2028

EXHIBIT "D"

Not Applicable_

EXHIBIT "E"

Minimum Limits of Insurance: Consultant shall maintain the following insurance policies with coverage and limits no less than:

(a) Commercial General Liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of at least $1,000,000 per claim and in the aggregate (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

Except for Professional Liability Insurance, endorsements are needed to show the City as Additional Insured. Endorsements for Waiver of Subrogation for all policies are required.

(ii) Primary Insurance Requirement. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.

(iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) Separate Coverage. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) Defense Costs/Cross Liability. Coverage shall be provided with defense costs inclusive in policy limits. There shall be no cross-liability exclusion.

(vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(c) All Coverages.

(i) Notice Requirement: Each insurance policy shall be endorsed to state that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered to [Client] in accordance with the policy provisions. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	Consent Agenda	November 16, 2026
AGENDA ITEM TITLE:	Approval of Change Order #1 to the Construction Services Agreement with Prime Contractors, Inc. for Structural Repairs to the Historic McConnell House.	
STATEMENT OF PURPOSE:	The purpose of this item is to obtain City Council approval of Change Order #1 for additional structural repairs to a damaged beam discovered during work at the historic McConnell House.	
FINANCIAL IMPACT:	The $3,600 change order would increase the contract total to $50,488. Funding is available within the $200,000 capital budget for stabilization of the house. A $5,000 Callahan Incentive Grant from the Georgia Trust for Historic Preservation will offset a portion of the overall repair costs.	
RECOMMENDED ACTION:	Approve Change Order #1 to the Construction Services Agreement with Prime Contractors, Inc. for structural repairs to the McConnell House.	

EXECUTIVE SUMMARY:

Change Order #1 would address damage to a structural beam discovered after flooring was removed during repairs to the historic McConnell House, also known as the McConnell-Chadwick Homestead.

Prime Contractors, Inc. proposes replacing the damaged portion of the beam with a built-up wood beam. Palmer Engineering and the City Building Inspector reviewed the proposed repair and determined it to be necessary and appropriate. The $3,600 change order would increase the contract total to $50,488 and support continued stabilization of the house while long-term plans for the property are developed.

PURPOSE/BACKGROUND:

The McConnell House was donated to the City in January 2025 for preservation. In 2023, the Georgia Trust for Historic Preservation included the house on its Places in Peril list, which identifies threatened historic resources. The house has also received a state determination of eligibility for listing on the National Register of Historic Places; this determination does not constitute listing on the Register.

Previous stabilization work included covering exterior openings to limit water intrusion and commissioning a structural evaluation by Palmer Engineering. The current construction agreement addresses needs identified in that evaluation, including new footings and posts, floor repairs, roof leak repairs, and reinforcement or installation of beams.

The additional beam damage was discovered during that work. The change order addresses this newly identified condition as part of the City's effort to stabilize the structure and prevent further deterioration.

STAFF ANALYSIS:

The proposed repair includes the following work:

- Remove approximately 13 feet of the damaged 10-inch-by-10-inch beam.
- Install six 2-inch-by-10-inch boards bolted together to form the replacement beam.
- Attach the new joist using joist hangers.
- Reinstall siding.

The replacement beam will be concealed beneath the flooring and behind siding. The engineer and City Building Inspector reviewed the proposed repair and determined it to be an appropriate way to address the structural condition. Using a built-up beam allows the repair to proceed without the additional cost and lead time associated with a custom 10-inch-by-10-inch replacement beam.

FINANCIAL IMPACT:

The $3,600 change order would increase the contract total to $50,488. Funding is available within the $200,000 capital budget for stabilization of the house. A $5,000 Callahan Incentive Grant from the Georgia Trust for Historic Preservation will offset a portion of the overall repair costs.

ALTERNATIVES CONSIDERED:

Option 1: Built-up beam repair – Provides the proposed $3,600 repair.

Option 2: Custom replacement beam – A custom 10-inch-by-10-inch beam would cost approximately $8,000 to $10,000 and require additional lead time. The built-up beam provides an appropriate repair at a lower cost.

Option 3: Deferred repair – Leaving the beam unaddressed would not resolve the structural condition. Completing the repair supports the building's stability.

LEGAL AND REGULATORY CONSIDERATIONS:

Change Order #1 amends the construction agreement to include the additional beam repair. The work will be permitted in accordance with applicable City requirements before it begins.

OPERATIONAL IMPACT:

Approval would allow the contractor to complete the additional beam repair as part of the stabilization work. Staff will coordinate the work with the contractor and required inspections. The property is not open to the public, and no roadway or traffic impacts are anticipated. Stabilization supports continued planning for the property's future use, restoration needs, and potential funding sources.

COMMUNITY/STAKEHOLDER IMPACT:

The repair supports preservation of a historic resource valued by the Milton Historical Society and other community stakeholders. Addressing the damaged beam helps protect the structure while the City considers long-term plans for the property.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2: Continue smart land planning to keep Milton unique by supporting preservation of Milton's rural heritage and historic character.

STAFF RECOMMENDATION:

Approve Change Order #1 to the Construction Services Agreement with Prime Contractors, Inc. for structural repairs to the McConnell House in the amount of $3,600.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – Bernadette Harvill, November 6, 2026
Legal Review: Jarrard & Davis, LLP – November 3, 2026
Concurrent Review: Stacey Inglis, Deputy City Manager

Bernadette Harvill

Stacey Inglis

ATTACHMENTS:

Change Order #1 to the Construction Services Agreement for McConnell House Structural Repairs

CITY OF MILTON GEORGIA

CHANGE ORDER #1 TO THE CONSTRUCTION SERVICES AGREEMENT

WHEREAS, the **CITY OF MILTON, GEORGIA** ("City") and **PRIME CONTRACTORS, INC.,** ("Contractor"), entered into that certain Construction Services Agreement dated August 3, 2026 which is incorporated herein by this reference (the "Agreement"); and

WHEREAS, the City has requested for the Contractor to provide additional construction services required to complete the existing project by addressing an unforeseen necessary structural repair which is further described in the Scope of Work attached hereto as Exhibit "A"; and

WHEREAS, the terms of this Change Order #1 shall be incorporated into the Agreement by the references herein.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Pursuant to Agreement Section 2 - Exhibit A, Scope of Work, is hereby amended by inserting the additional services thereto as set forth in Exhibit "A" attached hereto. The addition of these services equals a total cost of $3,600.00 being added to the contract, making the Maximum Contract price of $50,488.00

2. Section 5 of the Agreement is hereby amended by replacing the text from "The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FORTY-SIX THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS ($46,888.00)**" to "The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **FIFTY THOUSAND, FOUR HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS ($50,488.00)**".

3. Section 3 of the Agreement is hereby amended by replacing the text from "… and shall fully complete the Work **by September 30, 2026"** to "…and shall fully complete the Work **by December 31, 2026".**

4. Except as amended hereunder, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Change Order #1 to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CONSULTANT: PRIME CONTRACTORS, INC.

By: _____

Print Name: Keith Dunn

Its: President/Vice President

Attest/Witness:

_____

Print Name: Taylor Dunn

Its: Corporate Secretary
(Corporate/Assistant Corporate Secretary)

CITY OF MILTON, GEORGIA:

By: _____
Peyton Jamison, Mayor Date

Attest:

_____
Tammy Lowit, City Clerk

(CITY SEAL)

Approved as to form:

Jennifer McCall 11/05/26
City Attorney, Date

EXHIBIT "A"

PRIME CONTRACTORS
Est. 1979
Excellence At Every Level

Milton – McConnell-Chadwick House – Structural Repairs- CO#1
13725 Arnold Mill Rd
Roswell, GA 30075

Scope of Work

Summary Scope (November 2nd, 2026)

This work order consists of; Carpentry per detailed Scope of Work below

1. Drawings and Specifications

Referenced and attached hereto;

1.1 Specifications created from email from Palmer Engineering Company.

2. Detailed Scope of Work

The Contractor shall perform all work as described below per any and all attached specifications and drawings:

2.1 Carpentry

- Cut out and remove 13' of 10"×10× beam.
- Install (6) 2"×10" boards through bolted.
- Attach new joist with joist hangers.
- Reinstall siding.

We Propose to hereby furnish all material and labor – complete in accordance with above specifications for the sum of **Three Thousand Six Hundred dollars and 00/100.**
$3,600.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

_____Signature
_____Title
_____Date

3. Details that Apply to All Work Areas

3.1 Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.

3.2 Contractor and all of their subcontractors on site will adhere to the security requirements of the campus including background checks and orientation classes

3.3 Contractor and subcontractors will at all times wear shirts identifying the company they are employed with, accompanied by a badge when deemed necessary.

3.4 Contractor shall perform work, schedule deliveries and have access to areas of work during and after normal business hours as agreed upon and coordinated with Owners contact for this project: **Gary Frantz**

3.5 Contractor shall work with administrators to coordinate around scheduling conflicts with the occupation in the building

3.6 Contractor shall be responsible for all safety code compliance pertaining to their portion of work

3.7 Contractor shall maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris, rubbish, and waste material from the property of the Owner on a daily basis unless noted otherwise

3.8 No tobacco or alcohol will be permitted on the property of the Owner or in the vehicles of the contractor or their subcontractors

3.9 No radios are permitted

3.10 All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.

3.11 Contractor shall verify all new and existing conditions and dimensions at job site.

3.12 Parking and staging areas will be made available for the Contractor by the Owner and will be coordinated with the Owner prior to beginning work.

3.13 Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.

3.14 Contractor shall install and maintain 48" orange safety fencing around all staging areas or temporary facilities

3.15 Contractor shall not be required to pay Davis Bacon wage rates

4. Warranty

4.1 The Contractor shall provide all extended manufacturers warranties to the owner prior to project closeout.

4.2 All documents necessary, will be addressed to the appropriate Owner Representative for energy rebates when applicable.

5. Permitting:

5.1 At the time of issuance of a Purchase Order for this work, it is understood that permits are not required. If this changes, the Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog). At such time of requirement, a scope of work will be agreed upon and approved by all parties before start of additional work.

6. Submittals

6.1 The Contractor shall submit for approval the manufacturer's cut sheets for materials and equipment utilized for this project prior to commencing any work.

6.2 All finishes and other standard submittals are to be provided to the Owner prior to installation by the contractor.

7. Project Schedule

7.1 Majority of work shall be completed during normal working hours 8:00 am – 5:00 pm Monday thru Friday. After hours and weekends when needed will be coordinated with the Owner at no additional cost. Total project duration is expected to be **3 weeks** upon receipt of purchase order and mobilization

8. Clarifications

8.1 The following items are specifically excluded by Contractor and are not part of this agreement. If at any time during work a hazardous material or unknown condition is uncovered, work will cease until the appropriate scope of work is agreed upon and executed as a supplemental work order package or remedied by the Owner:

8.1.1 Any item not included in the specifications or contract.
8.1.2 Permitting and any associated fees
8.1.3 Hazardous materials not in this scope of work

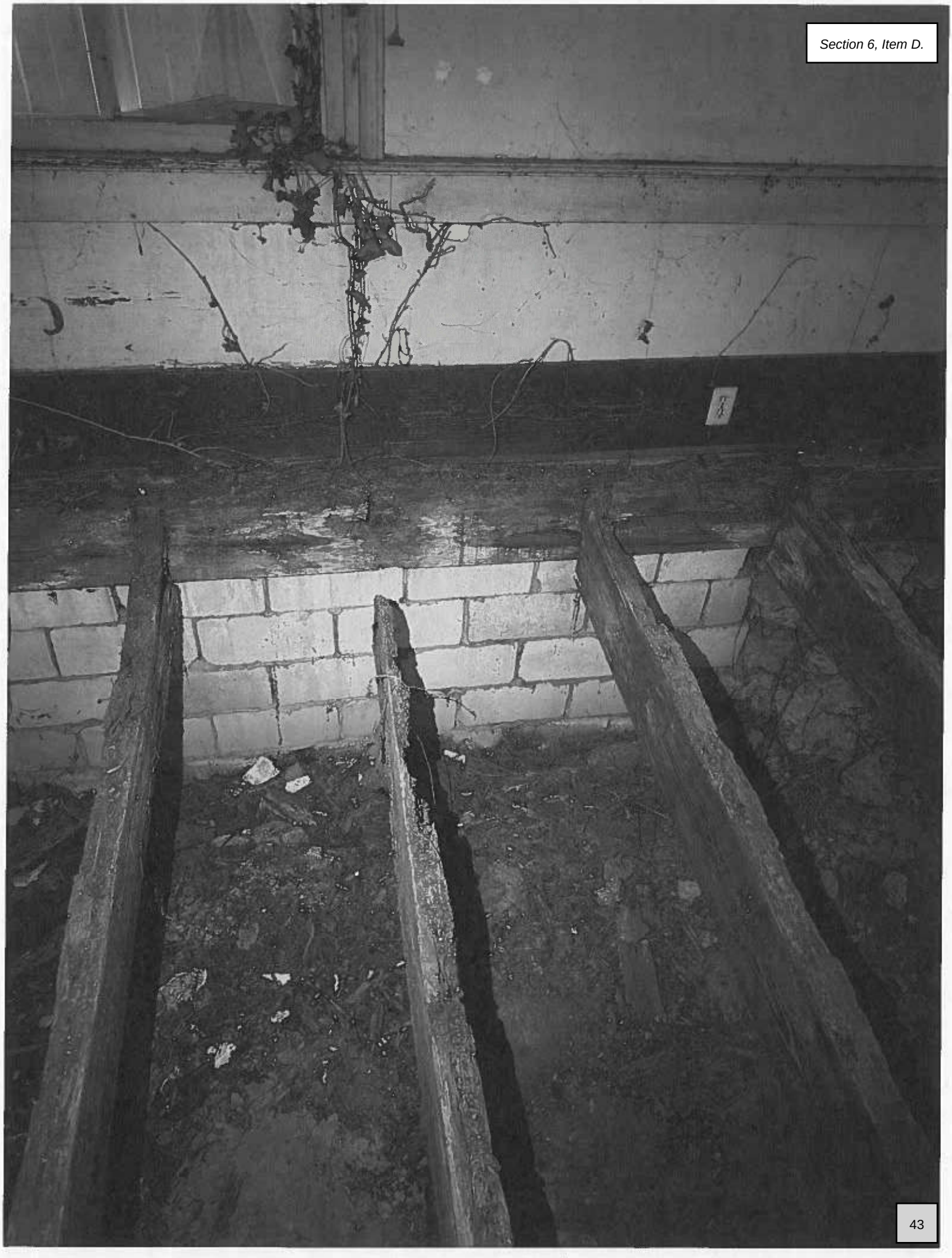
9. Owner Responsibilities

9.1 Coordinate any State/Local Fire Marshal approvals as necessary.

9.2 Provide access to the worksite during scheduled working hours.

9.3 Provide a staging area for project related materials.

9.4 Owner shall be responsible for re-routing employee and student traffic as necessary











AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Parks and Recreation	Tom McKlveen, Parks & Recreation Director
SECTION OF AGENDA:	Reports & Presentations	November 16, 2026
AGENDA ITEM TITLE:	Recognition of the City of Milton Parks and Recreation Department's Three 2026 GRPA District 7 Awards.	
STATEMENT OF PURPOSE:	To recognize the City of Milton Parks and Recreation Department and two staff members for receiving three awards from the Georgia Recreation and Park Association (GRPA) District 7.	
FINANCIAL IMPACT:	There is no financial impact associated with these recognitions.	
RECOMMENDED ACTION:	Receive the presentation and recognize the Department and individual staff members for their achievements	

EXECUTIVE SUMMARY:

The City of Milton Parks and Recreation Department has received three prestigious awards from GRPA District 7 for 2026:

- Agency of the Year (Population 30,001–80,000): City of Milton Parks and Recreation Department
- Parks and Outdoor Professional of the Year: Jen Young, Outdoor Recreation Supervisor
- Programmer of the Year (Population 30,001–80,000): Matthew Graney, Parks and Recreation Coordinator

These awards recognize the Department's accomplishments in recreation programming, park improvements, outdoor recreation, community partnerships, and overall service delivery, along with the exceptional contributions of two staff members.

The Agency of the Year recognition is particularly meaningful given the Department's relatively small staff of just five full-time and one part-time employees, significantly fewer than many comparable parks and recreation agencies. Despite these limited staffing resources, the Department continues to deliver a high level of service while expanding recreational opportunities and improving facilities for Milton residents.

PURPOSE/BACKGROUND:

The Georgia Recreation and Park Association annually recognizes outstanding agencies and professionals for their contributions to parks and recreation throughout the state.

Milton's Agency of the Year recognition reflects departmental accomplishments during the August 1, 2025, through July 31, 2026, evaluation period. The individual awards recognize Jen Young's contributions to outdoor recreation and park stewardship and Matthew Graney's accomplishments in recreation programming.

STAFF ANALYSIS:

Receiving three District 7 awards in the same year reflects the Department's continued growth and commitment to serving the Milton community. Accomplishments include expanded programming, increased participation, park and trail improvements, successful athletic programs, and strong community partnerships.

The individual awards further highlight the knowledge, creativity, and dedication of Department staff and their ability to deliver quality recreational experiences with available resources.

FINANCIAL IMPACT:

These awards are honorary and do not require additional City funding.

ALTERNATIVES CONSIDERED:

The City could choose not to formally recognize these awards; however, staff believes these accomplishments warrant acknowledgment by Mayor and Council.

LEGAL AND REGULATORY CONSIDERATIONS:

There are no legal or regulatory considerations associated with these recognitions.

OPERATIONAL IMPACT

There is no direct operational impact. The awards recognize the Department's continued commitment to quality programming, facility management, outdoor recreation, and service delivery.

COMMUNITY/STAKEHOLDER IMPACT:

These recognitions reflect the quality of recreational services available to Milton residents and acknowledge the contributions of City staff, recreation providers, volunteers, and community partners who help make these accomplishments possible.

STRATEGIC ALIGNMENT:

These recognitions support the City's strategic commitment to providing quality recreational opportunities, improving public facilities, and enhancing the overall quality of life for residents.

STAFF RECOMMENDATION:

No formal motion is required.

REVIEWS & APPROVALS:

Financial Review: **N/A**
Legal Review: **N/A**
Concurrent Review: **Stacey Inglis, Deputy City Manager** Stacey Inglis

ATTACHMENTS:

N/A

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	November 16, 2026
	Zoning Agenda	December 7, 2026
AGENDA ITEM TITLE:	U26-02 – Consideration of a Use Permit Request by The Wilds Early Learning Academy for a Preschool (Day Care Facility) at 12457 Broadwell Road, Suite 103, Zoned T4 within the Crabapple Form Based Code, Pursuant to Section 8.5.4 of the Unified Development Code.	
STATEMENT OF PURPOSE:	To consider a use permit request to operate a preschool within an existing commercial building at 12457 Broadwell Road, Suite 103, subject to conditions addressing the size, attendance, hours, and manner of operation.	
FINANCIAL IMPACT:	The proposed business would be subject to applicable occupational tax and business licensing requirements.	
RECOMMENDED ACTION:	Approval of U26-02 subject to the recommended conditions in Exhibit B.	

EXECUTIVE SUMMARY:

Staff recommends approval of U26-02, subject to the conditions in Exhibit B, to allow The Wilds Early Learning Academy to operate a preschool (Day Care Facility) at 12457 Broadwell Road, Suite 103. The request is scheduled for First Presentation on November 16, 2026, and the zoning agenda on December 7, 2026.

Allisa Bryson, representing the applicant, proposes one morning session and one afternoon session for children ages 3 through 6, with a maximum of 20 students per session. The facility would occupy an existing 750-square-foot, first-floor tenant space in an approximately 6,014-square-foot, two-story commercial building zoned T4 within the Crabapple Form Based Code. Proposed operating hours are Monday through Friday, 7:45 a.m. to 4:15 p.m.

On October 28, 2026, the Planning Commission unanimously recommended approval with the conditions presented by staff. Before occupancy, the applicant must obtain an updated Certificate of Occupancy and all other required approvals. The maximum of 20 students per session remains subject to any lower limit necessary to comply with building and fire requirements, including the total occupancy attributable to staff and other occupants.

PURPOSE AND BACKGROUND:

A preschool requires a use permit under Section 8.5.4 of the Unified Development Code. The applicant's August 13, 2026, Letter of Intent describes one classroom with two half-day sessions and one to two employees, depending on enrollment. The applicant describes no dedicated outdoor play area and identifies nature walks and use of a garden within the landscaped area for outdoor instruction, subject to applicable approvals.

Staff reviewed the application, site plan received September 2, 2026, proposed operations, departmental comments, and applicable use permit considerations. The applicant attended the September 29, 2026, Community Zoning Information Meeting; no members of the public attended regarding this item. The Design

Review Board expressed support during its October 6, 2026, courtesy review. The applicant held a pu participation meeting on October 14, 2026, with no public attendance or feedback reported.

STAFF ANALYSIS:

Land Use Compatibility

Staff finds the proposed preschool compatible with the surrounding mix of commercial, office, service, and residential uses and appropriate for consideration through the use permit process in T4. Conditions would limit the facility's size, attendance, and operating hours.

Site Access and Parking

The site has existing vehicular access from Broadwell Road and established pedestrian connections. Staff anticipates minimal effects on traffic along Broadwell Road. The staff report identifies 41 off-street parking spaces serving the approximately 6,014-square-foot building. At the rate cited in the report of 3.5 spaces per 1,000 square feet, the calculation is approximately 21.05 spaces before application of the applicable rounding requirement. Staff finds the existing parking supply sufficient to accommodate the proposed use.

Environmental and Exterior Improvements

The classroom would occupy the existing tenant space. No land clearing, tree removal, exterior structural changes, or new outdoor lighting is proposed. Staff identified no additional tree or open space requirements associated with the request.

Hours and Manner of Operation

The proposed conditions would limit the facility to 750 square feet and a maximum of 20 students per session. The proposed schedule consists of one morning session and one afternoon session, with operating hours limited to Monday through Friday, 7:45 a.m. to 4:15 p.m.

Building Fire and Other Approvals

The Fire Marshal's Office inspected the site and determined that one wall requires additional drywall and sealing to provide the required fire separation. The applicant and landlord have begun planning this work. A building permit and successful completion of the required inspections and approvals are necessary before issuance of an updated Certificate of Occupancy. The Fire Marshal's Office confirmed that adequate fire sprinkler and fire alarm coverage already exist within the space.

Conditions of Approval

Exhibit B establishes restrictions on the approved use, tenant area, operating hours, and number of students. It also requires substantial compliance with the submitted site plan, compliance with applicable City regulations, and completion of required approvals before occupancy. Staff recommends approval subject to these conditions.

FINANCIAL IMPACT:

The proposed business would be subject to applicable occupational tax and business licensing requirements.

ALTERNATIVES CONSIDERED:

Option 1: Approve the use permit with the proposed conditions. Staff recommends this approach based on the proposed use's compatibility with the area, existing site infrastructure, and conditions addressing facility operations.

Option 2: Approve the use permit with modified conditions. Council may adjust conditions to address concerns identified during its review.

Option 3: Deny the use permit. Other permitted uses would remain available, but the proposed Day Care Facility would not be authorized.

LEGAL AND REGULATORY CONSIDERATIONS:

The request is for a use permit under Section 8.5.4 of the Unified Development Code. The attached staff report evaluates the applicable use standards and use permit considerations.

If approved, the facility must comply with the ordinance, conditions in Exhibit B, applicable building and fire requirements, and all other required licenses and permits. Use permit approval does not replace the updated Certificate of Occupancy or other approvals required to begin operations.

OPERATIONAL IMPACT:

Staff will review the tenant space for the proposed use and verify compliance with applicable conditions before issuance of an updated Certificate of Occupancy. Ongoing operations would be subject to the approved attendance limit, hours, applicable use standards, and other City regulations.

COMMUNITY AND STAKEHOLDER IMPACT:

The proposed facility would provide preschool services for children ages 3 through 6 within an existing commercial development. Conditions limiting attendance and operating hours would establish expectations for the operator, neighboring businesses, and nearby residents.

Public input opportunities included the September 29, 2026, Community Zoning Information Meeting, the applicant's October 14, 2026, public participation meeting, and the October 28, 2026, Planning Commission hearing. No public comments were received at the first two meetings. The Planning Commission unanimously recommended approval with staff's proposed conditions.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #2, Continue Smart Land Planning to Keep Milton Unique.

STAFF RECOMMENDATION:

Approve U26-02 for a preschool (Day Care Facility) at 12457 Broadwell Road, Suite 103, subject to the conditions in Exhibit B.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – November 4, 2026 **Concurrent Review:** Stacey Inglis, Deputy City Manager Stacey Inglis

ATTACHMENTS:

U26-02 Staff Report
Ordinance
Exhibit A – Legal Description
Exhibit B – Conditions of Approval

PETITION NUMBER
U26-02

PROPERTY INFORMATION	
ADDRESS	12457 Broadwell Road – Suite 103
DISTRICT/SECTION, LAND LOTS	2/2 1171
EXISTING ZONING	T4 – Crabapple Form Based Code
PROPOSED USE PERMIT	Day Care Facility (Sec. 8.5.4)
ACRES	2.87 acres for entire site
EXISTING USE	Two-story office building
PROPOSED USE	Preschool

PETITIONER The Wilds Early Learning Academy, Allisa Bryson

OWNER Justin Bachtell

INTENT

To request a Use Permit to operate a preschool (Day Care Facility Sec. 8.5.4 of the UDC) within a 750 square feet tenant space, in an existing 6,014 square foot commercial building, to accommodate a maximum of 20 students for each half-day session.

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION- October 28, 2026

U26-02- APPROVAL CONDITIONAL

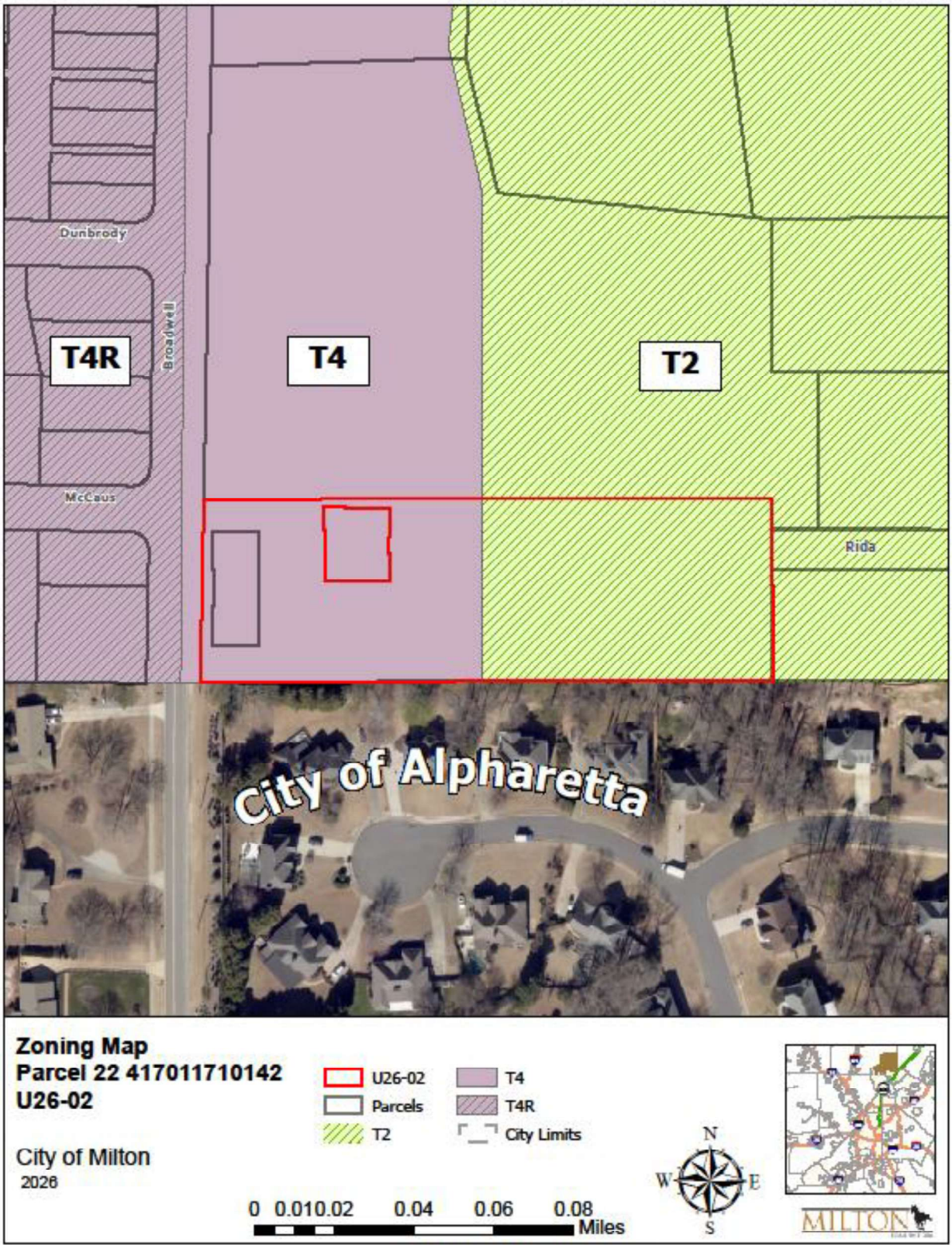
PLANNING COMMISSION RECOMMENDATION – October 28, 2026

U26-02 – APPROVAL CONDITIONAL AS PRESENTED BY STAFF



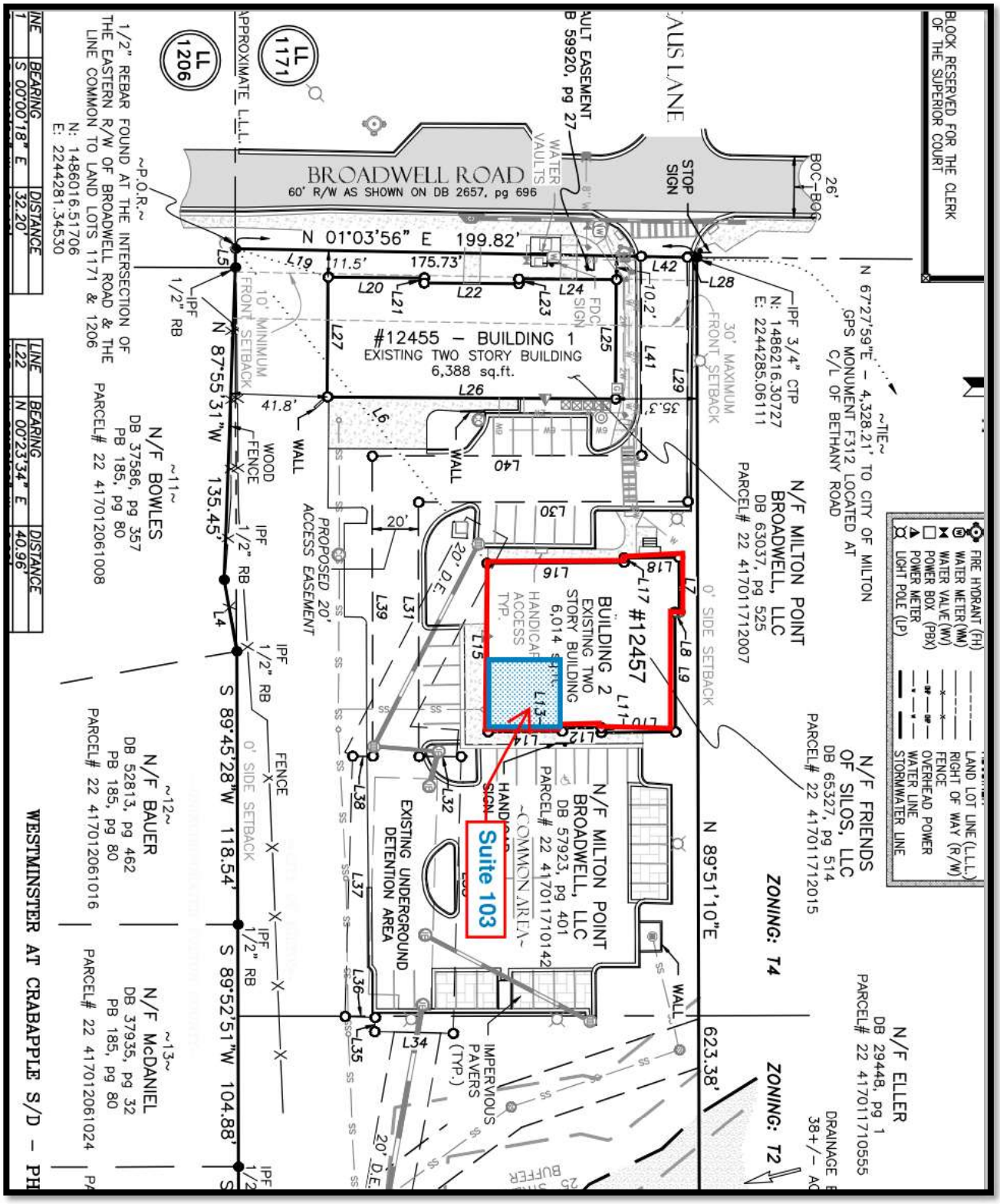
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Location Map

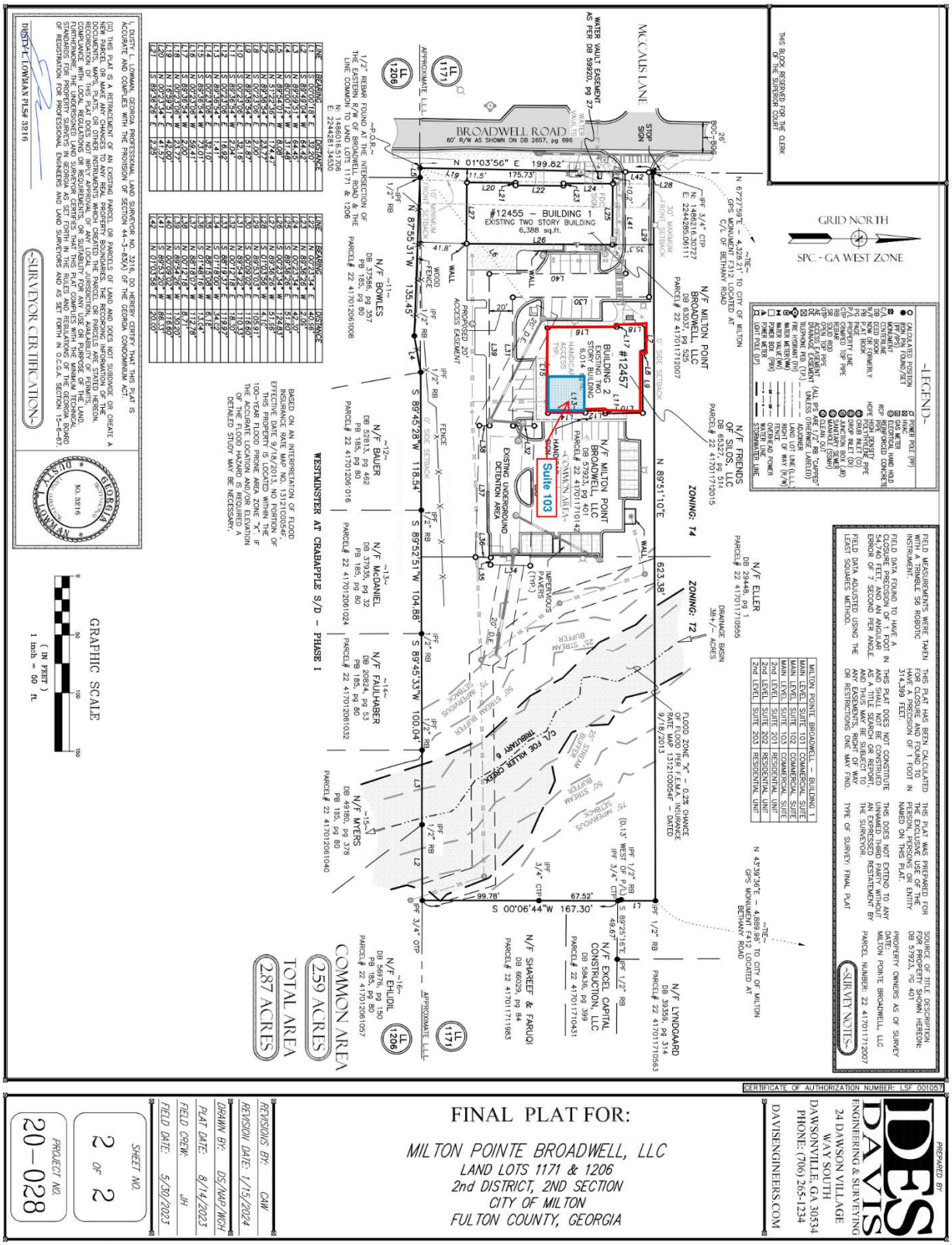


Zoning/2040 Future Land Use Plan Map

Prepared by the Community Development Department for the Mayor and City Council Meeting on December 7, 2026 (First Presentation on November 16, 2026).



Enlarged Site Plan Received on September 2, 2026



Overall Site Plan Received on September 2, 2026

Prepared by the Community Development Department for the Mayor and City Council Meeting on December 7, 2026 (First Presentation on November 16, 2026).



View of Suite 103

SUBJECT SITE:

The subject property is located at 12457 Broadwell Road within the Crabapple Form Based Code. The property is zoned T4 and is developed within a two-story 6,014 square foot and a 6,388 square foot mixed-use building that fronts on Broadwell Road (not the subject building for the proposed Day Care) and is known as Milton Pointe.

According to the applicant's Letter of Intent dated August 13, 2026, and site plan received September 2, 2026, the applicant is requesting a Use Permit to operate a Day Care Facility (Sec. 8.5.4) within a 750-square-foot tenant space at 12457 Broadwell Road, Suite 103, with a maximum of 20 students per half-day session. The applicant plans to operate one classroom within an existing commercial building for children of age group 3-6 years of age, with a maximum enrollment of 20 students per class. The class schedule consists of two half day preschool sessions (morning and afternoon) with 1-2 employees based on enrollment. There are no outdoor play areas, other than nature walks or an approved garden space on the landscaped area used for instructional time outside.

SITE PLAN ANALYSIS

Based on the applicant's Letter of Intent dated August 13, 2026, and site plan received September 2, 2026, the Community Development Department offers the following considerations:

DEVELOPMENT STANDARDS – T4 –Crabapple Form Based Code

The building was completed in 2022 and features modern farmhouse architectural design. The site complies with the requirements of the T4 Transect Zone.

DEVELOPMENT STANDARDS – Daycare Facility Use Permit - Sec. 8.5.4

REQUIREMENTS	COMPLIANCE
(a) Facility must be for seven or more persons, excluding staff.	The applicant states that there will be a maximum of 20 students per session.
(b) Provide a minimum 6-foot-high opaque fence interior to any required landscape strips or buffers around the periphery of the yard used for the play area.	No outdoor play areas are designated for this use.
(c) Play areas must be located within the rear or side yards.	n/a
(d) The hours of operation are limited to 6:00 a.m. to 7:00 p.m.	Yes, the operating hours are Monday- Friday 7:45am to 4:15pm, with preschool sessions operating during designated morning and afternoon hours, 8am-4pm.
(e) No parking allowed in the minimum front yard setback.	Yes, no parking is located in the front yard setback.
(f) Driveway design must permit vehicles to exit the property in a forward direction.	Yes, the design of the parking area allows for forward movement of vehicles.

Based on the requirements pursuant to Sec. 8.5.4., the site plan and the applicant's letter of intent indicate compliance with the development standards for the Use Permit.

ENVIRONMENTAL SITE ANALYSIS

In reference to the Environmental Impacts to the site, it satisfies the requirement since the proposed use is entirely contained within the interior of an existing commercial building. It requires no land clearing, tree removal, and structural changes to the property's exterior. As such, there is no impact on local soils, topography, wetlands, or wildlife habitats, satisfying compliance with the environmental protection standards of the Milton UDC.

ARBORIST COMMENTS

- Since the building and development already exists, there are no additional requirements for trees.

CITY OF MILTON FIRE MARSHAL

- The Fire Marshal's Office has conducted a site inspection and determined that one wall will require additional drywall/sealing to provide the required fire separation. The applicant and the building landlord discussed this and have begun planning the scope of work. A building permit will be required for this scope of work, which, upon completion, will allow the Certificate of Occupancy to be released from the Fire perspective.

  The Fire Marshal's Office has confirmed that adequate fire sprinkler coverage and fire alarm coverage already exist within the space.

PUBLIC WORKS DEPARTMENT (TRANSPORTATION)

- No comments since the building already exists.

LAND DEVELOPMENT ENGINEER

- No comments since the site has been developed.

PUBLIC INVOLVEMENT

COMMUNITY ZONING INFORMATION MEETING – September 29, 2026
The applicant was present at the Community Zoning Information Meeting (CZIM) held at City Hall at 6:00 p.m. There was no one in attendance regarding this item.

CITY OF MILTON DESIGN REVIEW BOARD COURTESY REVIEW – October 6, 2026

The DRB expressed support for the use and recommended approval of the Use Permit. They did not have any comments on any design elements to the space as they were not applicable.

PUBLIC PARTICIPATION REPORT:

The applicant held the participation meeting on October 14, 2026, from 6:00pm to 7:30pm. The meeting location was at 12457 Broadwell Rd, Suite 103, Milton, GA 30004. There was no one in attendance at the meeting nor did the applicant receive any feedback from interested citizens.

USE PERMIT CONSIDERATIONS

In the interest of the public health, safety and welfare, the Mayor and City Council may exercise limited discretion in evaluating the site proposed for a use that requires a Use Permit. In exercising such discretion pertaining to the subject use, the Mayor and City Council shall consider each of the following as outlined in Sec. 8.5.4 of the Unified Development Code: Use Permit Considerations. Staff have reviewed said items pertaining to the subject use, and offers the following comments:

1. Whether the proposed use is consistent with the land use or economic development plans adopted by the Mayor and City Council:

The proposed Day Care Facility is within an existing building within the T4 Transect Zone of the Crabapple Form-Based Code. The T4 Transect Zone is intended to accommodate development that is primarily residential, with a variety of housing types and limited commercial activity. The proposed Day Care Facility is consistent with the intended character of the T4 Transect Zone since it is located within an existing building.

Pursuant to Section 8.2.2 of the Unified Development Code, Day Care facilities require a Use Permit within the T4 Transect Zone. The proposed use is compatible with surrounding land uses, anticipated traffic and circulation, hours of operation, no outdoor activity, no noise, and adequate parking.

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed:

To the north of the subject property is a proposed townhouse and single-family subdivision zoned T4, with commercial office uses located farther northwest along Broadwell Road. To the south are established single-family residential homes within the City of Alpharetta. To the east is predominantly wooded and undeveloped land zoned T2, with scattered residential properties and development further to the east in the vicinity of Mid Broadwell Road and Charlotte Road. To the west is the established Crabapple Station residential community, including homes along Dunbrody Drive and adjacent residential streets which is zoned T4 Restricted.

The proposed Day Care Facility is compatible with the surrounding land uses based on the fact that it is contained in a small suite within an

existing building and no outdoor play areas are proposed. In addition, the hours of operation are consistent with other nearby businesses.

3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development:

The proposed use does not appear to violate any ordinances or regulations governing land development.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets:

Since the streets and sidewalks already exist and were designed to accommodate the number and size of commercial and mixed use buildings, there will be a minimal effect on the traffic flow, vehicular and pedestrian along the adjoining streets. The parking lot has ample parking and is safely off the main road. The parking lot is designed in such a way that a one way drop off/pick up line can easily be created and keep the flow of cars organized and safe.

5. The location and number of off-street parking spaces:

The two-story building within the Milton Pointe mixed use development provides a total of 41 off-street parking spaces. The Crabapple Form Based Code requires 3.5 parking spaces per 1,000 square feet. For the 6,014 square foot building, a minimum of 21 parking spaces is required. There is more than sufficient parking for this use.

6. The amount and location of open space:

The proposed use is a suite within an existing building with 6,014 square feet that is part of an overall mixed use development that contains 2.87 acres, any interior adjustments do not trigger new open space requirements. Because the request is strictly an indoor tenant use change, it does not require modification of the property's exterior green space or site acreage.

7. Protective screening:

The proposed use is in an existing building that is part of an overall mixed use development that does not require any additional or protective screening other than what exists on the site.

8. Hours and manner of operation:

The applicant has indicated that they will comply with the hours, and manner of operation required within the standards of the Use Permit, but further restricts the days and hours of operations be limited to Monday to Friday 7:45am- 4:15pm.

9. Outdoor lighting:

The proposed use is within an existing building that is part of an overall mixed use development. The proposed Day Care Facility in Suite 103 is strictly an indoor space and therefore does not require exterior modifications or new outdoor lighting installation.

10. Ingress and egress to the property.

The subject property is located along Broadwell Road, which provides access to the site. Ingress and egress for the proposed Day Care Facility provides safe and efficient access for employees, parents, visitors, and emergency vehicles. The location and configuration of the existing driveway, internal circulation routes, and vehicle drop-off and pick-up areas accommodates anticipated traffic volumes and minimize conflicts with vehicles traveling along Broadwell Road. On-site maneuvering and queuing space is provided to prevent vehicles from backing onto or stacking within the public right-of-way.

CONCLUSION

The proposed Day Care Facility Use Permit is consistent with the City of Milton 2040 Comprehensive Plan and Map and consistent with the Use Permit Considerations discussed above. Therefore, Staff recommends **APPROVAL CONDITIONAL of U26-02.**

RECOMMENDED CONDITIONS

If this petition is approved by the Mayor and City Council at the December 7, 2026, meeting, it should be for a Use Permit for a Day Care Facility (Sec.8.5.4 of the UDC) subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall be superseded unless specifically stipulated by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

   a) Restrict the use located at 12457 Broadwell Road, Suite 103 to a Day Care Facility.

   b) Restrict the total square footage of the Day Care Facility to 750 square feet.

   c) Restrict the hours of operation to Monday through Friday 7:45am to 4:15pm.

   d) Restrict the maximum number of students of the Day Care Facility to 20 children per class for each morning and each afternoon sessions.

2) To the owner's agreement to abide by the following:

   a) Substantial compliance with the site plan received by the Community Development Department on September 2, 2026, and Letter of Intent dated August 13, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable City ordinances, and these conditions.

   b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

ORDINANCE NO. _____
PETITION NO. U26-02

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR A "DAY CARE FACILITY" USE PERMIT (SEC. 8.5.4 OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA) LOCATED AT 12457 BROADWELL ROAD - SUITE 103

BE IT ORDAINED by the City Council for the City of Milton, Georgia while in regular session on December 7, 2026, at 6:00 p.m. as follows:

SECTION 1. That Suite 103 of the property located at 12457 Broadwell Road, an approximately 2.87-acre tract described in the legal description attached hereto as Exhibit "A", be approved for a "Day Care Facility" Use Permit subject to the Conditions of Approval described in Exhibit "B"; and

SECTION 2. That the "Day Care Facility" Use Permit approved hereby, be approved subject to and in accordance with the provisions of Sec. 8.5.4 of the Unified Development Code for the City of Milton, Georgia; and

SECTION 3. That no uses or conditions hereby approved (including any site plan) shall authorize the violation of any district regulations or other zoning regulations; and

SECTION 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 5. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 7th day of December, 2026.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk
(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 1171 &1206 of the 2nd District 2nd Section, City of Milton, Fulton County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of Broadwell Rd (60' R/W) and the Land Lot Line common to Land Lots 1171 and 1206, said point being the POINT OF BEGINNING;

Thence leaving said Land Lot Line and along said right-of-way line North 01 degrees 04 minutes 03 seconds East a distance of 199.83 feet to a 1 inch crimp top pipe;

Thence leaving said right-of-way line North 89 degrees 51 minutes 10 seconds East a distance of 623.32 feet to a ½ inch rebar;

Thence South 00 degrees 13 minutes 24 seconds West a distance of 32.20 feet to a 1 inch crimp top pipe;

Thence South 00 degrees 05 minutes 01 seconds West a distance of 67.54 feet to a 1 inch crimp top pipe;

Thence South 00 degrees 05 minutes 01 seconds West a distance of 99.85 feet to a ½ inch open top pipe;

Thence South 89 degrees 50 minutes 50 seconds West a distance of 62.42 feet to a ½ inch rebar;

Thence South 89 degrees 50 minutes 50 seconds West a distance of 64.37 feet to a ½ inch rebar;

Thence South 89 degrees 50 minutes 50 seconds West a distance of 100.06 feet to a ½ inch rebar;

Thence South 89 degrees 50 minutes 50 seconds West a distance of 104.89 feet to a ½ inch rebar;

Thence South 89 degrees 50 minutes 50 seconds West a distance of 118.61 feet to a point witnessed by a ½ inch rebar found 1.23 feet N;

Thence South 80 degrees 07 minutes 01 seconds West a distance of 31.87 feet to a ½ inch rebar;

Thence North 87 degrees 58 minutes 18 seconds West a distance of 135.15 feet to a ½ inch rebar;

Thence North 89 degrees 23 minutes 50 seconds West a distance of 7.85 feet to ½ inch rebar and blue cap (LSF #1121) and the POINT OF BEGINNING.

Said Tract containing 2.875 Acres as shown on the Boundary Survey for Friends of Silos, LLC prepared by Engineering 303, LLC, dated February 10, 2017.

EXHIBIT "B"

CONDITIONS OF APPROVAL

Property located at 12457 Broadwell Road – Suite 103 is approved for a "Day Care Facility" Use Permit (Sec.8.5.4) subject to the owner's agreement to the below-enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede such stipulations and offerings unless otherwise expressly approved by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

    a) Restrict the use located at 12457 Broadwell Road, Suite 103 to a Day Care Facility.

    b) Restrict the total square footage of the Day Care Facility to 750 square feet.

    c) Restrict the hours of operation to Monday through Friday 7:45am to 4:15pm.

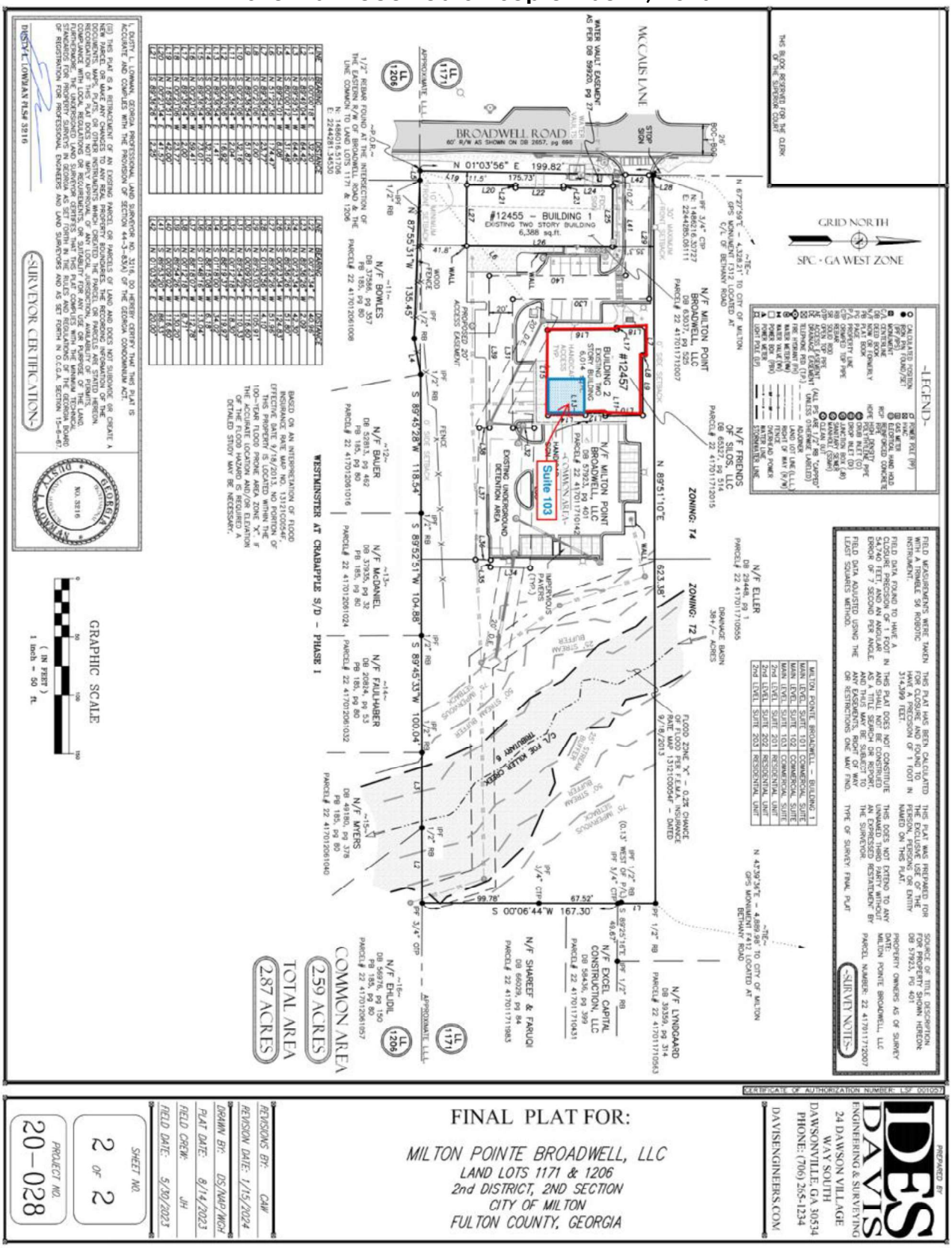
    d) Restrict the maximum number of students of the Day Care Facility to 20 children per class for each morning and each afternoon sessions.

2) To the owner's agreement to abide by the following:

    a) Substantial compliance with the site plan received by the Community Development Department on September 2, 2026, and Letter of Intent dated August 13, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable City ordinances, and these conditions.

    b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

Site Plan received on September 2, 2026



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	November 2, 2026
	Zoning Agenda	November 16, 2026
AGENDA ITEM TITLE:	U26-01 – Consideration of a Use Permit Request by Ragin & Associates, Juan Ragin, for an Event Facility at 631 North Main Street, Suite 207, Zoned T5 within the Deerfield Form Based Code, Pursuant to Section 8.5.6.B of the Unified Development Code, within an Existing 1,625-Square-Foot Tenant Space for a Maximum of 90 Attendees.	
STATEMENT OF PURPOSE:	The purpose of this item is to consider a use permit request to operate an indoor event facility within an existing commercial building at 631 North Main Street, Suite 207, subject to conditions addressing the size, attendance, hours, and manner of operation.	
FINANCIAL IMPACT:	The proposed business would be subject to applicable occupational tax and business licensing requirements. Additional alcohol licensing and permitting fees may apply if alcohol service is proposed and separately approved.	
RECOMMENDED ACTION:	Approve U26-01 for an Event Facility at 631 North Main Street, Suite 207, subject to the conditions in Exhibit B.	

EXECUTIVE SUMMARY:

Juan Ragin, representing Ragin & Associates, requests a use permit to operate an Event Facility within a 1,625-square-foot second-floor tenant space in an existing two-story, approximately 38,000-square-foot commercial building at 631 North Main Street. The property is zoned T5 within the Deerfield Form Based Code.

The proposed indoor facility would accommodate corporate meetings, banquets, community gatherings, and private social events, with a maximum of 90 attendees. Proposed operating hours are Sunday through Thursday, 7 a.m. to 10 p.m., and Friday and Saturday, 7 a.m. to 11 p.m.

Staff recommends approval subject to Exhibit B. The Planning Commission unanimously recommended approval as presented by staff on October 14, 2026. Before the proposed use may occupy the suite, the applicant must obtain an updated Certificate of Occupancy and all other required approvals. The approved attendance limit would remain subject to any lower occupancy restriction established through applicable building and fire requirements.

PURPOSE/BACKGROUND:

The subject property is an approximately 3.97-acre developed commercial site at 631 North Main Street. The proposed event facility would occupy Suite 207 on the second floor of the existing commercial building. The request does not propose new building construction or exterior site improvements.

The applicant's July 14, 2026, Letter of Intent describes a multipurpose indoor venue for private and gatherings. The applicant states that the facility would not operate as a nightclub or late-night bar.

An Event Facility requires a use permit under Section 8.5.6.B of the Unified Development Code. Staff reviewed the application, site plan received July 17, 2026, proposed operations, departmental comments, and applicable use permit considerations.

The applicant attended the August 25, 2026, Community Zoning Information Meeting; no members of the public attended regarding this item. The Design Review Board expressed support during its September 1, 2026, courtesy review. The applicant also held a public participation meeting on September 17, 2026, with no public attendance or feedback reported. On October 14, 2026, the Planning Commission unanimously recommended approval with the conditions presented by staff.

STAFF ANALYSIS:

Land Use Compatibility

Staff finds the proposed indoor event facility consistent with the property's T5 designation and compatible with the surrounding mix of commercial, office, service, and residential uses. The facility would occupy an existing commercial tenant space, with conditions limiting its size, attendance, and operating hours.

Site Access and Parking

The site has existing vehicular access from North Main Street and established pedestrian connections. Staff anticipates minimal effects on traffic along adjoining streets. The staff report identifies 168 off-street parking spaces serving the approximately 38,000-square-foot building, excluding the two outparcels fronting North Main Street. Using the parking standard identified in the report of 3.5 spaces per 1,000 square feet, 133 spaces are required. Staff finds the existing parking supply sufficient to accommodate the proposed use.

Environmental and Exterior Improvements

The proposed use would be contained within the existing building. No land clearing, tree removal, exterior structural changes, or new outdoor lighting is proposed. Staff identified no additional tree or open space requirements associated with the request.

Hours and Manner of Operation

The proposed conditions would limit the facility to 1,625 square feet and a maximum of 90 attendees at any one time. Operating hours would be limited to:

- Sunday through Thursday: 7 a.m. to 10 p.m.
- Friday and Saturday: 7 a.m. to 11 p.m.

Applicable use standards also limit deliveries to 7:30 a.m. through 7:30 p.m. daily and allow amplified sound only within a fully enclosed structure.

Although the applicant's Letter of Intent references 95 attendees, the application was advertised for 90 attendees. Staff's recommendation and the proposed conditions use the 90-attendee limit.

Building, Fire, and Other Approvals

The Fire Marshal requires an updated Certificate of Occupancy before the suite may be occupied for the proposed

event facility use. Review will address the assembly occupancy, applicable life safety requirements, clearance, and unobstructed egress. Final approval is contingent upon a satisfactory field inspection. The use permit would not supersede applicable occupancy limits or authorize alcohol service. The applicant must obtain all other required approvals, including alcohol licensing and Fulton County Health Department approvals, if applicable.

Conditions of Approval
Exhibit B establishes restrictions on the approved use, tenant area, operating hours, and attendance. It also requires substantial compliance with the submitted site plan, compliance with applicable City regulations, and completion of required approvals before occupancy. Based on the analysis in the attached staff report, staff recommends approval subject to these conditions.

FINANCIAL IMPACT:

The proposed business would be subject to applicable occupational tax and business licensing requirements. Additional alcohol licensing and permitting fees may apply if alcohol service is proposed and separately approved.

ALTERNATIVES CONSIDERED:

Option 1: Approve the use permit with the proposed conditions. Staff recommends this approach based on the proposed use's compatibility with the area, existing site infrastructure, and conditions addressing facility operations.
Option 2: Approve the use permit with modified conditions. This approach would allow the use while adjusting specific operating restrictions or requirements to address concerns identified during Council's review.
Option 3: Retain the property's existing use permissions without approving the requested Event Facility. This approach would leave other permitted uses available but would not authorize the proposed event facility.

LEGAL AND REGULATORY CONSIDERATIONS:

The request is for a use permit under Section 8.5.6.B of the Unified Development Code. The attached staff report evaluates the applicable use standards and use permit considerations.

If approved, the facility must comply with the ordinance, conditions in Exhibit B, applicable building and fire requirements, and all other required licenses and permits. Use permit approval would not replace the updated Certificate of Occupancy or other approvals required to begin operations.

OPERATIONAL IMPACT:

If approved, staff will review the tenant space for the proposed use and verify compliance with applicable conditions before issuance of an updated Certificate of Occupancy. Ongoing operations would be subject to the approved attendance limit, hours, applicable use standards, and other City regulations.

COMMUNITY/STAKEHOLDER IMPACT:

The proposed facility would provide an indoor venue for meetings, celebrations, and community gatherings within an existing commercial development. Conditions limiting attendance and operating hours would establish expectations for the operator, neighboring businesses, and nearby residents.

Public input opportunities included the August 25, 2026, Community Zoning Information Meeting, the applicant's September 17, 2026, public participation meeting, and the October 14, 2026, Planning Commission hearing. No

public attendance regarding this item was reported at the CZIM or applicant's meeting, and the appl
receiving no feedback from interested residents.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #2, Continue Smart Land Planning to Keep Milton Unique.

STAFF RECOMMENDATION:

Approval of U26-01 for an Event Facility at 631 North Main Street, Suite 207, subject to the conditions in Exhibit B.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 23, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 29, 2026 07:52:11 EDT)

ATTACHMENTS:

U26-01 Staff Report
Ordinance
Exhibit A – Legal Description
Exhibit B – Conditions of Approval

PROPERTY INFORMATION

ADDRESS	631 North Main Street – Suite 207
DISTRICT, LAND LOTS	22, 1123
EXISTING ZONING	T5 – Deerfield Form Based Code
PROPOSED USE PERMIT	Event Facility (Sec. 8.5.6.B of the UDC)
ACRES	3.97 acres
EXISTING USE	Shopping Center
PROPOSED USE	Event Facility

PETITIONER	Juan Ragin, Ragin & Associates
OWNER	Tony Soufastai

INTENT

Request for a Use Permit to allow an Event Facility (Sec. 8.5.6.B of the UDC) within a 1,625 square-foot tenant space, in an existing two-story 38,000 square foot commercial building, to accommodate a maximum of 90 attendees (631 N. Main St. within Suite 207).

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION – October 14, 2026

U26-01- APPROVAL CONDITIONAL

PLANNING COMMISSION RECOMMENDATION – October 14, 2026

U26-01- APPROVAL CONDITIONAL AS PRESENTED BY STAFF

Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026 (First Presentation on November 2, 2026).

LOCATION MAP



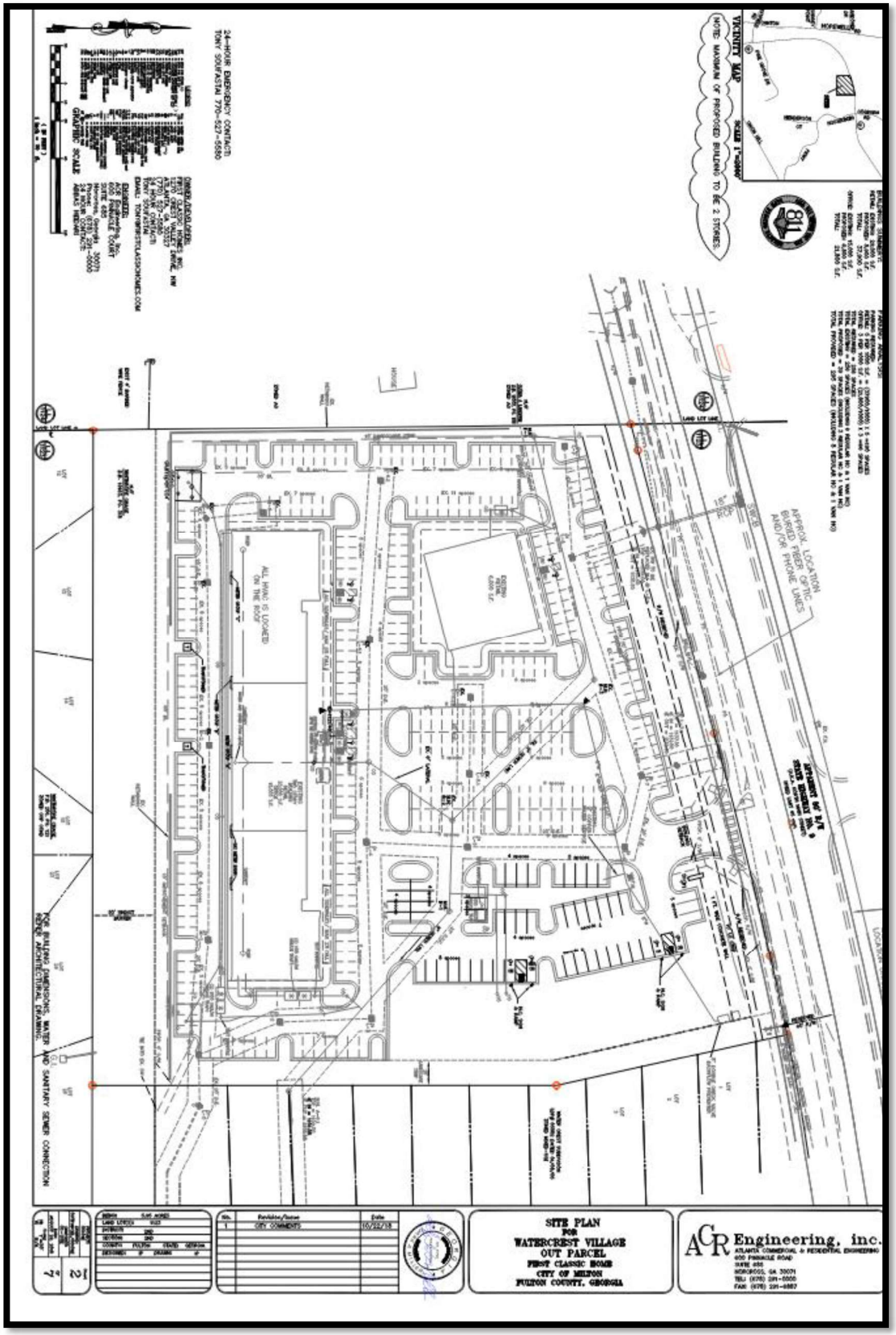
Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026 (First Presentation on November 2, 2026).

CURRENT ZONING / 2040 FUTURE LAND USE PLAN MAP



Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026 (First Presentation on November 2, 2026).

SITE PLAN SUBMITTED ON JULY 17, 2026



Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026 (First Presentation on November 2, 2026).

SUBJECT SITE (Second Floor, Suite 207)



Prepared by the Community Development Department for the Mayor and City Council Meeting on November 16, 2026 (First Presentation on November 2, 2026).

SUBJECT SITE:

The subject site is located within an existing commercial building on 3.97 acres on the south side of N. Main Street known as Watercrest Village. It is currently zoned T5 within the Deerfield Form Based Code.

According to the applicant's Letter of Intent dated July 14, 2026, the applicant requests a Use Permit to operate an Event Facility (Sec 8.5.6.B) for up to 95 attendees within a 1,625-square-foot tenant space on the second floor of the existing two-story commercial building. However, the request was modified and advertised for a maximum of 90 attendees, and the proposed conditions of approval limit attendance to 90 at any one time.

The applicant plans to open a multi-purpose indoor event space to host a variety of private and semi-private gatherings. These include, but are not limited to, corporate meetings, banquets, community gatherings, and private social events. The space will not operate like a nightclub or late-night bar.

SITE PLAN ANALYSIS

Based on the applicant's site plan submitted on July 17, 2026, the Community Development Department offers the following considerations:

DEVELOPMENT STANDARDS – T5 – Deerfield Form Based Code

This building was constructed prior to the incorporation of the City in December of 2006 and was developed on the previously zoned MIX (Mixed Use) Zoning District. In 2013, the City adopted the Deerfield Form Based Code and designated this parcel as T5. To the extent that lawfully established features of the existing building and site do not meet current development standards, those features are considered legal non-conforming development.

DEVELOPMENT STANDARDS – Assembly Hall, Indoor Auditorium Use Permit - Sec. 8.5.6.B

REQUIREMENTS	COMPLIANCE
(a) Assembly Hall, Indoor Auditorium in the Deerfield Form-Based Code shall only be permitted subject to the issuance of a use permit	Yes, the property is within the Deerfield Form Based Code and requires a Use Permit within the T5 Transect Zone.
(b) Standards	
(1) Days and Hours of Operations shall be limited to the following: i. Sunday through Thursday, 7 a.m. to 10 p.m. ii. Friday and Saturday, 7 a.m. to 11 p.m.	Yes, the applicant meets these standards, but more detailed information is provided under the Use Permit Considerations.
(2) Deliveries shall be limited to Sunday through Saturday, from 7:30 a.m. to 7:30 p.m.	Yes, the applicant agrees with these standards.
(3) No amplified sound permitted unless it is within a fully enclosed structure.	Yes, the applicant agrees with these standards.
(4) The maximum number of attendees at events held will be evaluated by the mayor and city council on a case-by-case basis for each site to protect the public's health, safety and welfare. Any such determination shall not supersede any occupancy restriction contained in any other ordinance, code, statute, rule or regulation or other law.	The applicant is requesting a maximum of 90 attendees. Although the applicant's Letter of Intent states 95, the initial pre-application stated 90 and this is the number advertised.
(5) The owner or operator must hold all other appropriate licenses and permits.	Yes, the applicant agrees with this requirement.

Based on the requirements pursuant to Sec. 8.5.6.B of the UDC., the site plan and the applicant's letter of intent indicate compliance with the development standards for the Use Permit.

ENVIRONMENTAL SITE ANALYSIS

In reference to the Environmental Impacts to the site, it satisfies the requirement the proposed use is entirely contained within the interior of an existing commercial building. It requires no land clearing, tree removal, and structural changes to the property's exterior. As such, there is no impact on local soils, topography, wetlands, or wildlife habitats, satisfying compliance with the environmental protection standards of the Milton UDC.

ARBORIST COMMENTS

- Since the building and development already exists, there are no addi requirements for trees.

CITY OF MILTON FIRE MARSHAL

- Since the building already exists, once the use permit is approved, the suite may not be occupied with the proposed use without an updated Certificate of Occupancy (CO). The transition to an Assembly Occupancy requires strict layout adherence to NFPA 101 Life Safety codes, unblocked overhead fire sprinklers, and clear egress routing. Final approval is contingent upon passing a field inspection to issue an updated Certificate of Occupancy.

PUBLIC WORKS DEPARTMENT (TRANSPORTATION)

- No comments since the building already exists.

LAND DEVELOPMENT ENGINEER

- No comments since the site has been developed.

PUBLIC INVOLVEMENT

COMMUNITY ZONING INFORMATION MEETING – August 25, 2026
The applicant was present at the Community Zoning Information Meeting (CZIM) held at City Hall at 6:00 p.m. There was no one in attendance regarding this item.

CITY OF MILTON DESIGN REVIEW BOARD COURTESY REVIEW – September 1, 2026,

The DRB expressed support for the use and recommended approval of the Use Permit. They did not have any comments on any design elements to the space as they were not applicable.

PUBLIC PARTICIPATION REPORT:

The applicant held the participation meeting on September 17, 2026, from 6:30pm to 7:30pm. The meeting location was at 631 N. Main Street, Suite 207, Milton, GA 30009. There was no one in attendance at the meeting nor did the applicant receive any feedback from interested citizens.

USE PERMIT CONSIDERATIONS

In the interest of the public health, safety and welfare, the Mayor and City Council may exercise limited discretion in evaluating the site proposed for a use that requires a Use Permit. In exercising such discretion pertaining to the subject

use, the Mayor and City Council shall consider each of the following as outli in Sec. 8.5.6.B of the Unified Development Code: Use Permit Considerations. have reviewed said items pertaining to the subject use, and offers the following comments:

1. Whether the proposed use is consistent with the land use or economic development plans adopted by the Mayor and City Council:

The proposed use is in the "T5" Land Use Category on the City of Milton 2040 Comprehensive Plan Map in the Deerfield Form Based Code. The proposed Use Permit for an "Event Facility" is permitted within the T5 Transect Zone. In addition, the adopted 2040 Comprehensive Plan states that T5 Urban Center consists of higher density mixed-use buildings that accommodate retail, offices, row-houses, and apartments. In addition, wide sidewalks, street tree plantings and buildings are close to sidewalks. Therefore, the proposed use is consistent with the land use plans adopted by the Mayor and City Council since the proposed use is located within a building and development that is consistent with this recommended development pattern.

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed:

The proposed use is compatible with the existing land uses and zoning districts in the vicinity of the subject property. The property is located within the T5 Transect Zone on the south side of North Main Street, within an established area containing office, commercial retail, commercial service and residential uses.

Located on the North Side of N. Main Street is the city of Alpharetta which Is zoned C-1 Neighborhood Commercial and developed with the Stonewood Village Shopping Center. To the east is the City of Milton and which is zoned T4 and developed with Watercrest Village, which are single-family residential at a density of 3.12 units per acre. Further to the east is the city of Milton, which is zoned T4 and developed with Henderson Landing, which are single family attached residential at a density of 4.72 units per acre. To the South is the city of Alpharetta which is zoned Community Unit Plan (CUP) and developed with Winthrope Chase which are single-family homes. To the northwest within the same development, zoned T5, is Delight International Foods, which is a grocery store. Directly to the west is the city of Milton zoned T5 and developed with Edgemont on Main Subdivision, which are duplexes at a density of 8.61 units per acre. Further to the west is the city of Milton zoned T5 and developed with the Istanbul Cultural Center of Georgia within three office buildings.

3. Whether the proposed use may violate local, state and/or federal stat ordinances or regulations governing land development:

The proposed use does not appear to violate any ordinances or regulations governing land development.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets:

Since the streets and sidewalks already exist and were designed to accommodate the number and size of commercial buildings, there will be a minimal effect on the traffic flow, vehicular and pedestrian along the adjoining streets.

5. The location and number of off-street parking spaces:

The two-story building and its associated parcel (less the two out parcels fronting North Main Street) at 631 North Main Street provides a total of 168 off-street parking spaces. Within the Deerfield Form Based Code, the minimum parking requirement is 3.5 parking spaces per 1,000 square feet for this type of use. For the 38,000 square foot building, a minimum of 133 parking spaces is required.

Although event spaces typically produce a larger need for parking, in this location, there is more than sufficient parking for this use.

6. The amount and location of open space:

The proposed use is a suite within an existing building with 38,000 square feet that is part of an overall commercial development that contains 3.97 acres, any interior adjustments do not trigger new open space requirements. Because the request is strictly an indoor tenant use change, it does not require modification of the property's exterior green space or site acreage.

7. Protective screening:

The proposed use is an existing building that is part of an overall commercial development that does not require any protective screening as the Form Based Code does not require screening between uses/or parcels in this area.

8. Hours and manner of operation:

The applicant has indicated that they will comply with the hours, and manner of operation required within the standards of the Use Permit below:

Days and Hours of Operations shall be limited to the following:

I. Sunday through Thursday, 7 a.m. to 10 p.m.
II. Friday and Saturday, 7 a.m. to 11 p.m.

9. Outdoor lighting:

The proposed use is within an existing building that is part of an overall commercial development. The proposed Event Facility in (Suite 207) is strictly an indoor tenant space and therefore does not require exterior modifications or new outdoor lighting installation.

10. Ingress and egress to the property.

The existing building is situated on the corridor of North Main Street (Highway 9), located between downtown Alpharetta and Windward Parkway. Direct vehicular access is provided via a paved entrance on North Main Street (Highway 9), The entry point accommodates both eastbound and westbound traffic on Highway 9.

CONCLUSION

The proposed Event Facility Use Permit is consistent with the City of Milton 2040 Comprehensive Plan and Map and consistent with the Use Permit Considerations discussed above. Therefore, Staff recommends **APPROVAL CONDITIONAL of U26-01.**

RECOMMENDED CONDITIONS

If this petition is approved by the Mayor and City Council at the November 16, 2026, meeting, it should be for a Use Permit for an Event Facility (Sec.8.5.6. B of the UDC) subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede such stipulations and offerings unless otherwise expressly approved by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

   a) Restrict the use located at 631 North Main Street, Suite 207 to an Event Facility.

   b) Restrict the total square footage of the Event Facility to 1,625 square feet.

   c) Restrict the hours of operation to Sunday through Thursday, 7 a.m. to 10 p.m.; and Friday and Saturday, 7 a.m. to 11 p.m.

   d) Restrict the maximum number of attendees of the Event Facility at any one time to 90.

2) To the owner's agreement to abide by the following:

   a) Substantial compliance with the site plan received by the Community Development Department on July 17, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable city ordinances and these conditions.

   b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to issuance of an updated Certificate of Occupancy authorizing the Event Facility use.

   c) The applicant shall obtain all other required approvals, including, but not limited to, alcohol licensing and Fulton County Health Dept., if applicable.

d) Events occurring within this location (Suite 207) shall not constitute prohibited use or any other use requiring a separate use permit un that separate approval has been obtained.

ORDINANCE NO. _____
PETITION NO. U26-01

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR AN "EVENT FACILITY" USE PERMIT (SEC. 8.5.6.B OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA) LOCATED AT 631 NORTH MAIN STREET- SUITE 207

BE IT ORDAINED by the City Council for the City of Milton, Georgia while in regular session on November 16th, 2026, at 6:00 p.m. as follows:

SECTION 1. That Suite 207 of the property located at 631 North Main Street, on the approximately 3.97-acre tract identified as tax parcel 22 49601123397 and comprising a portion of the larger parent tract described in the legal description attached hereto as Exhibit "A", be approved for an "Event Facility" Use Permit subject to the Conditions of Approval described in Exhibit "B"; and

SECTION 2. That the Event Facility Use Permit approved hereby, be approved subject to and in accordance with the provisions of Sec. 8.5.6.B of the Unified Development Code for the City of Milton, Georgia; and

SECTION 3. That Suite 207 of the property shall be developed in compliance with the Conditions of Approval attached as Exhibit "B"; provided that no uses or conditions hereby approved (including any site plan) shall authorize the violation of any district regulations or other zoning regulations; and

SECTION 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 5. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 16th day of November, 2026.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk
(Seal)

EXHIBIT "A"

Deed Book 42473 Pg 81
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 1123 of the 2nd District, 2nd Section, Fulton County, Georgia, and being shown as 6.40 acres per that certain plat prepared for First Classic Homes, Inc. prepared by Houston Engineering, Inc., Walter K. Maupin, Jr., Georgia RLS #2399, dated 12/12/04, and being more particularly described as follows:

To find the Point of Beginning commence at an iron pin found at the intersection of Land Lots 1122, 1123, 1182 and 1183, aforesaid District, Section and County; proceed thence from said intersection along the land lot line common to Land Lots 1123 and 1182 north 88°54'40" west 89.89 feet to an iron pin found and the POINT OF BEGINNING; and from said POINT OF BEGINNING continue along said land lot line north 88°54'40" west 25.34 feet, more or less, to a point located in the centerline of a creek, said centerline being the property line (hereinafter Traverse Point "A"); proceed thence along said centerline of a creek, and following the meanderings thereof, in a generally northwesterly direction, a distance of 1317.50 feet, more or less, to a point (hereinafter Traverse Point "B"); (Traverse Point "A" and Traverse Point "B" are connected by the following courses and distances: north 18°18'55" west 21.87 feet to a point; north 41°53'40" east 12.14 feet to a point; north 39°20'36" west 21.18 feet to a point; north 28°34'29" west 35.84 feet to a point; north 03°12'37" west 25.25 feet to a point; north 36°17'04" west 41.34 feet to a point; north 10°40'17" east 18.63 feet to a point; north 71°38'35" west 25.82 feet to a point; north 01°29'50" west 22.16 feet to a point; north 22°20'56" west 50.28 feet to a point; south 83°32'20" west 17.64 feet to a point; north 17°35'24" west 44.91 feet to a point; north 20°01'51" west 45.62 feet to a point; south 73°22'24" west 14.85 feet to a point; north 54°15'32" west 39.11 feet to a point; north 33°53'16" west 21.41 feet to a point; north 02°14'51" west 35.08 feet to a point; north 49°23'34" west 29.73 feet to a point; north 05°34'08" east 67.04 feet to a point; north 30°10'00" west 60.67 feet to a point; north 46°00'45" west 44.09 feet to a point; north 13°48'49" west 47.56 feet to a point; north 31°55'47" west 45.11 feet to a point; north 09°55'01" east 32.27 to a point; north 63°12'49" west 45.63 feet to a point; north 24°01'28" west 50.96 feet to a point; north 67°10'44" east 19.15 feet to a point; north 05°56'31' west 30.02 feet to a point; north 40°16'41" west 26.93 feet to a point; north 08°59'37" west 25.87 feet to a point; north 35°34'49" west 26.88 feet to a point; north 12°12'12" west 33.99 feet to a point; north 46°28'35" east 16.51 feet to a point; north 66°25'44" west 16.57 feet to a point; north 61°49'29" west 21.60 feet to a point; north 10°18'28" west 30.12 feet to a point; north 66°14'10" west 23.13 feet to a point; north 14°10'28" east 12.22 feet to a point; north 18°47'51" east 27.29 feet to a point; north 21°45'58" west 17.96 feet to a point; north 18°26'56" east 73.01 feet to a point); thence leaving said centerline of a creek and proceed north 88°02'11" east 202.27 feet, more or less, to an iron pin found; proceed thence north 01°43'19" west 205.0 feet to an iron pin placed on the southerly right of way of Georgia Highway No. 9 (right of way of varying width) (a/k/a Cumming Hwy); proceed thence along said right of way south 88°27'31" east 127.43 feet to an iron pin found; thence leaving said right of way and proceed south 01°01'49" east 170.84 feet to an iron pin found; proceed thence south 88°55'24" east 49.63 feet to an iron pin found; proceed thence south 00°57'41" east 273.62 feet to an iron pin found; proceed thence south 04°33'51" east 834.36 feet to the POINT OF BEGINNING.

N:\FIRSTCLASSIC-HWY9TOWNHOMES\Legal

EXHIBIT "B"

CONDITIONS OF APPROVAL

Property located at 631 North Main Street – Suite 207 is approved for an "Event Facility" Use Permit (Sec.8.5.6. B) subject to the owner's agreement to the below-enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede such stipulations and offerings unless otherwise expressly approved by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

    a) Restrict the use located at 631 North Main Street, Suite 207 to an Event Facility.

    b) Restrict the total square footage of the Event Facility to 1,625 square feet.

    c) Restrict the hours of operation to Sunday through Thursday, 7 a.m. to 10 p.m.; and Friday and Saturday, 7 a.m. to 11 p.m.

    d) Restrict the maximum number of attendees of the Event Facility at any one time to 90.

2) To the owner's agreement to abide by the following:

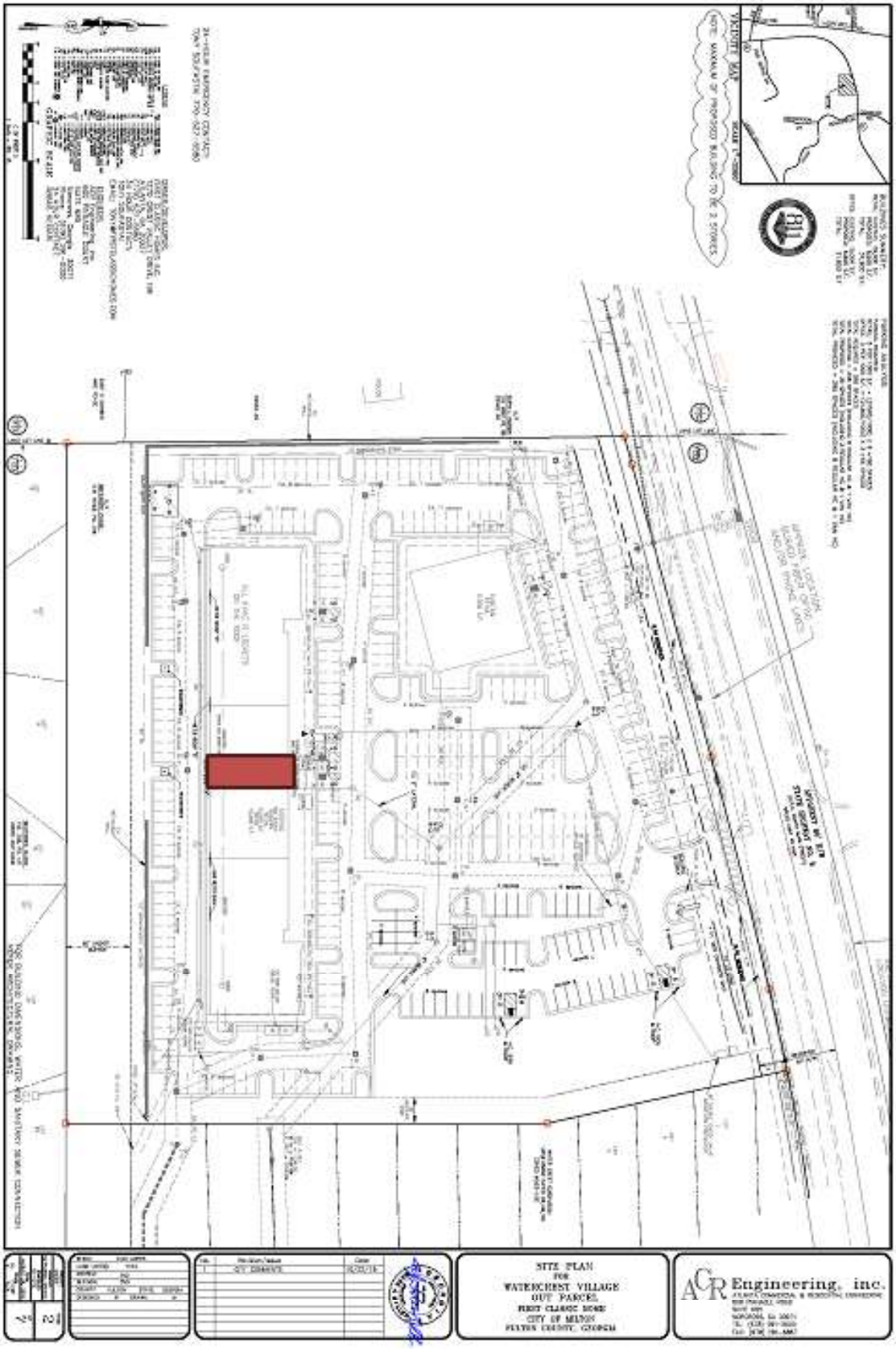
    a) Substantial compliance with the site plan received by the Community Development Department on July 17, 2026, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the Use Permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code, all other applicable city ordinances and these conditions.

    b) The site plan may be revised with the approval of the Community Development Director in order to comply with city codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to issuance of an updated Certificate of Occupancy authorizing the Event Facility use.

    c) The applicant shall obtain all other required approvals, including, but not limited to, alcohol licensing and Fulton County Health Dept., if applicable.

d) Events occurring within this location (Suite 207) shall not constitute a prohibited use or any other use requiring a separate use permit unless that separate approval has been obtained.

Site Plan received on July 17, 2026



AGENDA REPORT

MEETING DATE:	November 2, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	First Presentation	November 2, 2026
	Zoning Agenda	November 16, 2026
AGENDA ITEM TITLE:	RZ26-05 – Consideration of an Ordinance to Amend Article 2, General Provisions; Article 3, Agricultural Districts; Article 6, Special Purpose Districts; Article 8, Use Provisions; and Article 13, Definitions of the Unified Development Code.	
STATEMENT OF PURPOSE:	The purpose of this item is to amend the City's Unified Development Code to better align lot creation with development intensity, preserve Milton's rural character, and improve clarity and predictability for property owners and applicants.	
FINANCIAL IMPACT:	There is no direct financial impact on the City associated with adoption of the proposed text amendments.	
RECOMMENDED ACTION:	Approve an ordinance adopting the proposed amendments to the Unified Development Code as presented in Exhibit A.	

EXECUTIVE SUMMARY:

RZ26-05 addresses components of the City's review of lot development standards, including portions of RZ26-03 deferred when the City Council approved the initial amendments on April 13, 2026. The proposal also includes related revisions to private swimming pool setbacks and previously adopted buildable area requirements.

The amendments would establish a conservation easement option for additional lot coverage; clarify natural area temporary construction setbacks and extend their application to development perimeters; increase setbacks for private swimming pools, equipment, and associated decks on certain lots; and establish a consistent minimum buildable area of 10,890 square feet for all AG-1 lots.

The Planning Commission unanimously recommended approval on October 14, 2026, with minor clarifying edits incorporated into Exhibit A.

PURPOSE/BACKGROUND:

In January 2026, the City enacted a moratorium following City Council direction to undertake a comprehensive review of small-lot development and applicable regulations. The review examined the relationship between lot creation, development intensity, and the City's goal of preserving Milton's rural character.

Staff evaluated historical development patterns and gathered community input through a stakeholder survey in early February and public input forums on February 25 and March 11, attended by 11 and five participants, respectively. This work informed proposed amendments to the Unified Development Code and Chapter 10, Buildings and Building Regulations, of the City Code.

On April 13, 2026, the Mayor and City Council approved the initial set of amendments and deferred certain components for additional consideration. The attached AG-1 Code Amendments – Summary identifies all amendment categories presented in April 2026 and distinguishes the Phase 1 amendments approved at that time from the Phase 2 components identified for subsequent consideration.

RZ26-05 brings forward the lot coverage credit and natural area provisions, together with related swimming pool setback and buildable area amendments. The Agricultural Tract Exception remains under separate review as RZ26-06 and is not included in this proposal.

Two residents attended the August 25, 2026, Community Zoning Information Meeting to learn about the proposed amendments. No specific issues or requests concerning RZ26-05 were raised. At its special called hearing on October 14, 2026, the Planning Commission unanimously recommended approval with minor clarifying edits, which have been incorporated into Exhibit A.

STAFF ANALYSIS:

1. Lot Coverage Credit — Section 6.3.3.D

The proposed amendment would allow eligible lots in agricultural districts, R-1, R-2, and CUP that are subject to a 20 percent maximum lot coverage requirement to receive a five-percentage-point credit, allowing up to 25 percent lot coverage, through establishment of a conservation easement covering at least 10 percent of the lot.

The easement must be located within the buildable area and outside required setbacks, floodplains, wetlands, stream buffers, septic and reserve septic areas, and existing easements. Eligible areas may include natural vegetation, gardens, and cultivated crops. Impervious surfaces would be prohibited within the easement except for features determined by the Community Development Director to have historic or agricultural significance.

The easement would require Director approval and must be recorded before approval of any permit relying on the credit. Eligibility would be limited to lots that do not exceed 20 percent lot coverage at the time of application.

This option would provide additional development flexibility in exchange for permanent protection of an eligible portion of the property.

2. Natural Area Temporary Construction Setbacks — Section 3.1.10 and Article 13

The proposed amendments would clarify the natural area provisions approved on April 13, 2026, and establish a 20-foot temporary construction setback along development perimeter property lines that abut existing properties outside a subdivision or minor plat. A 20-foot public street frontage setback would also apply to lots created by minor plat that abut a public street.

These areas would preserve vegetation and rural viewsheds during land development and construction of the principal building. Structures, grading, stormwater facilities, septic systems, and other site improvements would generally be prohibited within the setback, subject to specified exceptions.

The Director could approve limited disturbance where necessary to allow reasonable use of a lot and where no feasible alternative exists. The provisions also address necessary driveway access, sight-distance clearing, utility crossings, perimeter fencing, and primary septic field lines, subject to applicable requirements and approvals. Additional planting could be required to maintain or enhance rural character.

The temporary construction setback would be excluded from usable area calculations during land d and principal structure construction. Upon issuance of a Certificate of Occupancy for the principal building, the temporary construction restrictions would end. Subsequent uses would remain subject to applicable setbacks, tree canopy requirements, permits, and other Code provisions.

3. Private Swimming Pool Setbacks — Section 8.8.19.B.2.b
The proposed amendment would increase the minimum setback for private swimming pools, pool equipment, and associated decks from 10 feet to 20 feet from all property lines on lots of one acre or larger within the Rural Milton Overlay.

The existing 10-foot setback would remain applicable to other lots, subject to additional district requirements. Pools, equipment, and decks would continue to be prohibited within required perimeter setbacks in applicable zoning districts.

The increased setback would provide greater separation between pool improvements and adjoining properties and support the preservation of natural areas and rural character.

4. Buildable Area — Section 2.1.1.A.3.d
The existing minimum buildable area requirement is tied to permitted lot coverage, causing the required area to increase with lot size. This can require a larger contiguous buildable area on larger properties even when a smaller area could accommodate the principal structure, access, and associated residential improvements.

The proposed amendment would replace that calculation with a minimum buildable area of 10,890 square feet for all AG-1 lots, regardless of lot size.

Other lot standards would remain applicable, including requirements for a contiguous and functional buildable area, at least 30,000 square feet of usable area in AG-1, and at least 50 percent of the total lot area outside the floodplain. This approach would provide flexibility for larger properties while retaining minimum standards for functional residential lots.

FINANCIAL IMPACT:
There is no direct financial impact to the City associated with adoption of the ordinance.

ALTERNATIVES CONSIDERED:
Option 1: Adopt the proposed amendments.
Option 2: Adopt selected amendments or modify the proposal. This approach would allow individual components to proceed while others are refined or retained under existing regulations.
Option 3: Retain existing regulations. This approach would maintain current development standards.

LEGAL AND REGULATORY CONSIDERATIONS:
The ordinance would amend Articles 2, 3, 6, 8, and 13 of the Unified Development Code as presented in Exhibit A. The amendments establish development standards and approval criteria addressing lot coverage, natural areas, private swimming pool setbacks, and buildable area.

Conservation easements used to obtain a lot coverage credit would require recording before approval of a permit relying on that credit. The amendments would operate alongside other applicable Code requirements, including

tree canopy, permitting, floodplain, and septic approval requirements.

OPERATIONAL IMPACT:

Following the ordinance's effective date, staff will incorporate the adopted standards into applicable plat, land development, and building permit reviews. Staff will update review procedures and provide guidance to applicants and contractors regarding conservation easement documentation, temporary construction setbacks, pool setbacks, and buildable area calculations.

COMMUNITY/STAKEHOLDER IMPACT:

The amendments would provide clearer development standards for property owners, applicants, and neighboring residents. They would support preservation of rural viewsheds and vegetation during construction, increase separation between certain pool improvements and adjoining properties, and provide development flexibility through conservation easements and consistent AG-1 buildable area requirements.

The proposal was informed by stakeholder outreach and public input during the 2026 moratorium review, including a February stakeholder survey and public input forums on February 25 and March 11, 2026. Additional opportunities for public input were provided through the Community Zoning Information Meeting on August 25, 2026, and the Planning Commission public hearing on October 14, 2026.

STRATEGIC ALIGNMENT:

Supports Strategic Priority #2, Continue Smart Land Planning to Keep Milton Unique.

STAFF RECOMMENDATION:

Approval of an Ordinance to amend the Unified Development Code as proposed in Exhibit A.

REVIEWS & APPROVALS:

Legal Review: Paul Frickey, Jarrard & Davis, LLP – October 14, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 29, 2026 07:53:27 EDT)

ATTACHMENTS:

Ordinance
Exhibit A
AG-1 Code Amendments – Summary

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO.
RZ26-05

AN ORDINANCE TO AMEND ARTICLE 2 (GENERAL PROVISIONS), ARTICLE 3 (AGRICULTURAL DISTRICTS), ARTICLE 6 (SPECIAL PURPOSE DISTRICTS), ARTICLE 8 (USE PROVISIONS), AND ARTICLE 13 (DEFINITIONS) OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA

BE IT ORDAINED by the City Council of the City of Milton, GA while in a regularly called council meeting on November 16, 2026, at 6:00 p.m. as follows:

SECTION 1. That the Unified Development Code for the City of Milton, Georgia is hereby amended as shown in Exhibit "A", attached hereto and incorporated as if fully set forth herein; and

SECTION 2. That the amendments to Articles 2 (General Provisions), Article 3 (Agricultural Districts), Article 6 (Special Purpose Districts), Article 8 (Use Provisions), and Article 13 (Definitions) of the Unified Development Code for the City of Milton, Georgia as shown in Exhibit "A" are hereby adopted and approved; and

SECTION 3. That all ordinances, parts of ordinances, and regulations in conflict herewith are repealed; and

SECTION 4. That this Ordinance shall become effective upon its adoption.

ORDAINED this the 16TH day of November, 2026.

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

Unified Development Code 6.3.3. - Single-Family Standards

D. Lot Coverage

1. Lot coverage for each individual lot zoned any agricultural district, R-1, R-2, or CUP must not exceed:

   a. 25% for lots that front on private streets and do not have any property lines adjacent to a public street.

   b. 20% for lots that have any property lines adjacent to a public street and are less than three (3) acres in size.

   c. 25% for lots that are three (3) acres or greater in size regardless of public street adjacency.

2. Lots subject to the twenty percent (20%) maximum lot coverage requirement within any Agricultural District, R-1, R-2, or CUP may be eligible for a five percentage point lot coverage credit, for a total maximum lot coverage of twenty-five percent (25%), when the property, in its existing or proposed configuration, includes a conservation easement covering a minimum of ten percent (10%) of the total lot area, subject to approval by the Community Development Director based on the following:

   a. The conservation easement used for the lot coverage credit shall:

      1. Be located within the buildable area of the lot and outside of required setbacks, floodplains, wetlands, stream buffers, septic and reserve septic areas, and existing easements;

      2. Consist of existing and/or proposed trees, shrubs, grass, other natural vegetation, or areas maintained for gardening or the cultivation of crops; and

      3. Contain no man-made impervious surfaces, except for existing or proposed features determined by the Community Development Director to have historic or agricultural significance.

   b. The conservation easement shall be recorded with the Fulton County Superior Court prior to approval of any permit relying on the lot coverage credit.

   c. Eligible lots shall be limited to lots that do not exceed twenty percent (20%) lot coverage at the time of application.

Unified Development Code 3.1.10 Natural Area

3.1.10 Natural Area Temporary Construction Setback

A natural area temporary construction setback shall be required where the conditions below apply in conjunction with the creation of new lots through subdivision or minor plat approval.

A. General Standards

1. The natural area temporary construction setback where required shall be maintained in a natural undisturbed condition. ~~in the following situations:~~

   a. Applicability

      i. Public Street Frontage Buffer applies to lots created by minor plat with a property line that abuts ~~frontage on~~ a public street; and/or

      ii. Perimeter Buffer applies to lots with a property line that forms the perimeter of the development and abuts an existing property outside of the subdivision or minor plat.

   The intent of this section is to preserve perimeter vegetation, maintain rural viewsheds, and provide a transitional buffer while allowing future use by property owners.

2. New structures, grading, stormwater facilities, septic systems, and other site improvements shall not be permitted within the natural area temporary construction setback except as expressly authorized in this section.

3. Where application of this Section would preclude reasonable use of the lot, the Director may approve limited disturbance within the natural area temporary construction setback, provided the applicant demonstrates that no feasible alternative exists outside of the setback. Any such approval shall be the minimum necessary to allow reasonable use and shall be consistent with the intent of this Section to preserve perimeter vegetation and rural character. Lot layout should avoid reliance on this provision to the maximum extent practicable.

4. Where primary septic field lines are demonstrated to be infeasible outside of the setback area, the Director may approve limited disturbance within the setback, subject to Fulton County Health Department approval. Lot layout should avoid reliance on this provision to the maximum extent practicable.

5. Where driveway access to the principal structure cannot be reasonably achieved outside of the natural area temporary construction setback, the Director may approve a limited driveway crossing or encroachment into the setback. Such encroachment shall be limited to the minimum extent necessary and designed to minimize disturbance.

6. Perimeter fencing and utility crossings perpendicular to the setback may be permitted.
7. Natural Area Transition to Usable Area
   For purposes of demonstrating compliance with usable area requirements at the time of land development and principal structure construction, areas designated as a natural area temporary construction setback shall be excluded from the calculation of usable area.

   Upon issuance of a Certificate of Occupancy for the principal structure, the natural area temporary construction setback shall no longer be subject to the construction restrictions of this Section and~~, such areas~~ may be used for otherwise permitted activities, subject to compliance with tree canopy requirements, applicable permits (including tree removal permits), and all other provisions of this Code.
8. All setbacks shall be measured perpendicularly from the applicable property line.

B. ~~Minor Plat Road~~Public Street Frontage Buffer

Where a minor plat creates lot(s) that abut a public street:

1. A twenty (20) foot natural area temporary construction setback shall be provided along the lot frontage, measured from the boundary of the public street right-of-way, Milton Trail easement, or sidewalk easement, whichever results in the greater setback from the roadway~~is more restrictive~~.
2. The setback may consist of existing vegetation, open areas, rural landscape conditions, and existing equestrian or agricultural uses consistent with the rural character of the roadway. ~~This viewshed~~The frontage buffer area may be required to be enhanced with additional planting where necessary as determined by the Director, to maintain or enhance the rural character and viewshed of the roadway.
3. A construction disturbance area not to exceed fifty (50) feet in width, measured parallel~~perpendicular~~ to the lot frontage, may be permitted within the frontage to allow for access, grading, utility installation, and connection to the buildable area of the lot, provided that disturbance within the public street frontage buffer natural area temporary setback is limited to the minimum necessary.
4. Limited clearing for driveway sight distance shall be permitted.

C. Perimeter Buffer

Where new lots are created through subdivision or minor plat:

1. A twenty (20) foot natural area temporary construction setback shall be provided along any property line that forms the perimeter of the development and abuts an existing property outside of the subdivision or minor plat.

2. The setback may consist of existing vegetation, open areas, rural landscape conditions, and existing equestrian or agricultural uses consistent with the character area. This perimeter may be required to be enhanced with additional planting where necessary as determined by the Director, to maintain or enhance the rural character and provide a transitional buffer.

Unified Development Code Article 13. Definitions

Natural Area Temporary Construction Setback. An area within a required setback or buffer established pursuant to Sec. 3.1.10 that shall be maintained in a natural condition, particularly during construction of the principal structure.

Prior to and during construction, the natural area shall function as a temporary construction setback in which land disturbance is prohibited, except as otherwise authorized.

Following issuance of a Certificate of Occupancy, the natural area may be used in accordance with this Code, subject to applicable tree canopy requirements and any required permits.

The natural area is intended to preserve rural character, maintain tree canopy, and provide visual separation for new construction.

Unified Development Code 8.8 – Accessory Uses

8.8.19. Swimming Pool, Private

B. Use Standards

1. All Swimming Pools

   All swimming pools must be completely surrounded by a barrier as required by the latest adopted version of the International Swimming Pool and Spa Code (ISPSC) Section 305. The enclosure must be in place before pool completion. Materials and construction must comply when applicable with the regulations administered by the Fulton County Health Department.

2. Single-Family

   a. Swimming pools are allowed in side and rear yards of single-family dwellings in any district. In addition, swimming pools may also be allowed at the back of the house on a double frontage single-family residential lot. In a flag lot, a swimming pool is allowed in the front yard, provided such alternative location is approved by the Director, who may approve the location if the purpose of the UDC is maintained with the proposed location.

   b. Pools, pool equipment, and their decks must be at least 10 feet from all property lines. The following additional requirements shall apply:

      i. On lots one (1) acre or larger within the Rural Milton Overlay, pools, pool equipment and their decks shall be located at least twenty (20) feet from all property lines.

      ii. In zoning districts with required perimeter setbacks, including NUP and TR, pools, pool equipment, and their decks shall not be located within those setbacks.

   c. The barrier must not be located more than 150 feet from the water's edge of the pool.

Unified Development Code 2.1.1. Lots

A. General

1. Structures must only be erected and uses must only be established upon a single lot that meets or exceeds the requirements of this UDC or conditions of zoning, whichever is more restrictive.
2. Regardless of the minimum requirements of the zoning district, no plat creating a single-family residential lot shall be approved unless each proposed lot contains:
   a. buildable area that is sufficient to accommodate a principal structure and associated residential use; and
   b. a usable area sufficient to support the full functional residential use of the lot without reliance on variances or encroachment into constrained areas.

   In addition, a minimum of 50% of the total lot area shall be located outside the floodplain for each lot. See Figure 2.1.1.A.1.
3. The required buildable area shall:
   a. be contiguous and of sufficient size, shape, and configuration to accommodate:
      i. a building envelope meeting the minimum heated floor area required by the zoning district, or where no such minimum heated floor area requirement exists, the minimum building envelope shall be thirty-five (35) feet by thirty-five (35) feet. See Figure 2.1.1.A.2.
      ii. vehicular access to the principal structure or to a location on the lot reasonably serving the principal structure; and
      iii. customary residential improvements directly associated with the principal structure;
   b. be located in accordance with the definition of Buildable Area in Article 13;
   c. not include separate areas connected only by narrow strips, access corridors, or other portions of the lot that do not function as part of a cohesive single family residential lot~~.~~;
   d. ~~In~~ be at least ten thousand eight hundred ninety (10,890) square feet for all lots in the AG-1 zoning district~~, be equal to or greater than the maximum permitted lot coverage for the lot~~. See Figure 2.1.1.A.2.
4. The required usable area shall:
   a. include or accommodate the required buildable area;
   b. be contiguous and arranged to support the full functional use of the lot for residential use, consistent with the definition of Usable Area in Article 13;

c. be configured to avoid fragmentation of the lot into isolated, irregular, or nonfunctional residual areas;

d. exclude areas constrained by limitations on use, including but not limited to those identified in the definition of Usable Area and Constrained Land in Article 13;

e. be capable of reasonably supporting development of the lot in a manner consistent with the intent of the zoning district; and

f. In the AG-1 zoning district, contain no less than thirty thousand (30,000) square feet of usable area. See Figure 2.1.1.A.2.

g. For purposes of demonstrating compliance with usable area requirements at the time of land development and principal structure construction, any area designated as a required natural area pursuant to this Code and functioning as a temporary construction setback, shall be excluded from the calculation of usable area.

Upon issuance of a Certificate of Occupancy, the temporary construction setback shall no longer apply, and standard setback requirements shall apply.

5. Lots that cannot accommodate the required buildable area without encroachment into required setbacks and usable area without encroachment into required buffers, or floodplain shall not be approved.

Figure 2.1.1. A.1

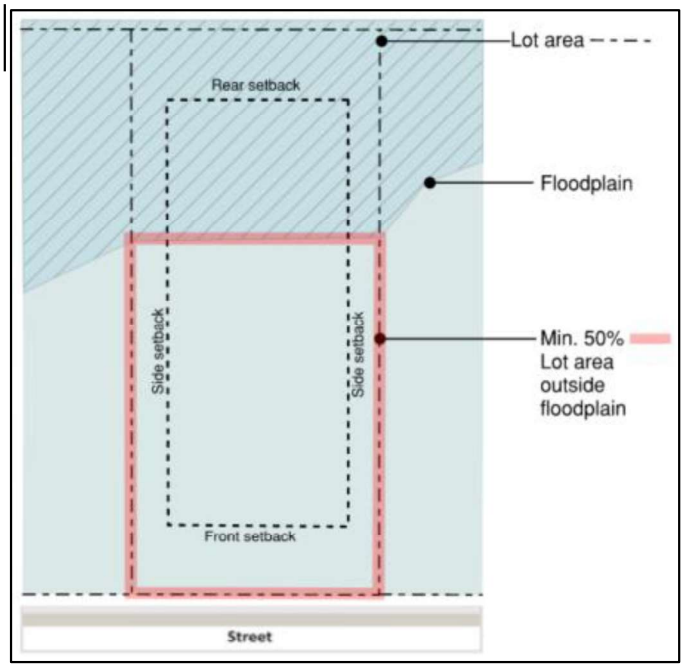


Figure 2.1.1.A.2

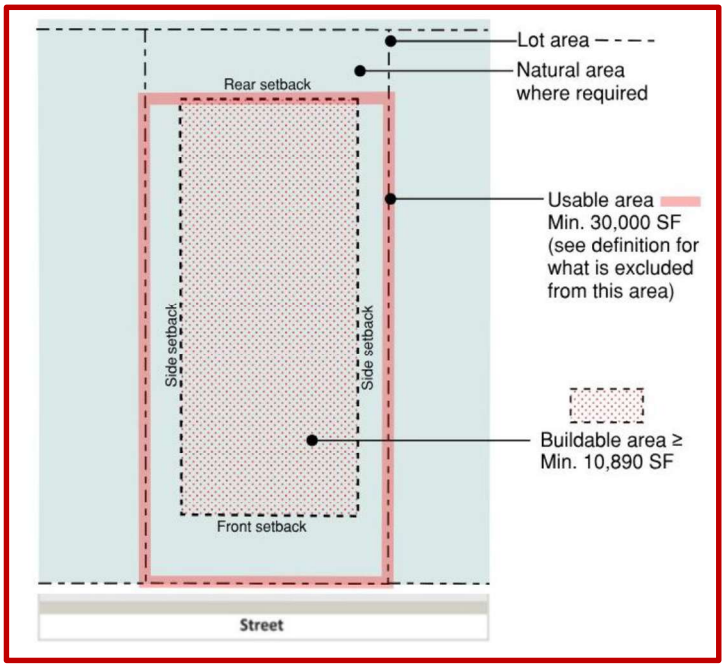
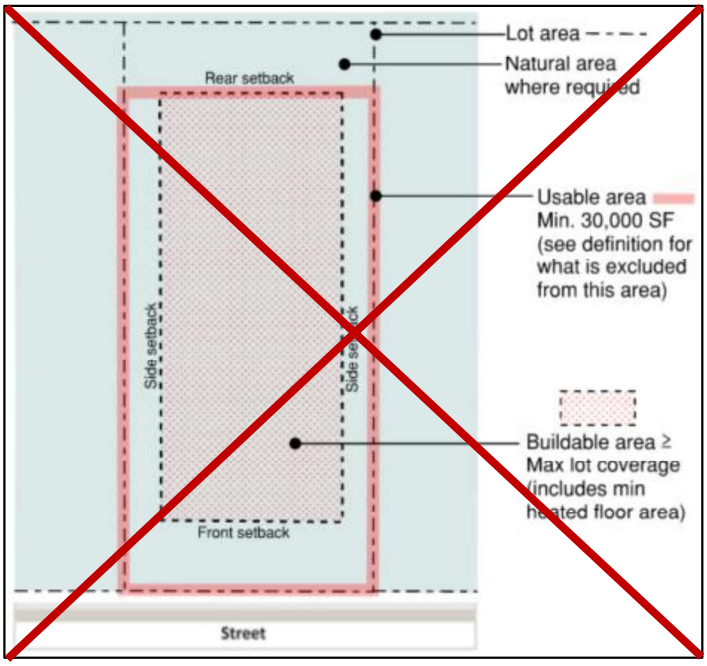


EXHIBIT “A”


Lot area
Natural area where required
Rear setback
Usable area
Min. 30,000 SF
(see definition for what is excluded from this area)
Side setback
Side setback
Buildable area ≥
Max lot coverage
(includes min
heated floor area)
Front setback
Street

AG-1 Code Amendments – Summary

1. Lot Coverage

- 1.1 Clarifies what counts toward lot coverage (Article 13 – Definitions)
- 1.2 Adjustments to lot coverage (Sec. 6.3.3)
  - 20% max for lots adjacent to a public street
  - 25% max for lots ≥3 acres
- 1.3 Incentive for adjacent to public street may request +5% ag use area incentive with BZA approval (Sec. 6.3.3)
- Part of 5.1 All plats must show max lot coverage (Sec. 12.6.2)

2. Building / Usable Area

Ensures lots are sized to be functional

Modifies buildable area definition (Article 13)

- Requires minimum buildable area equal to max lot coverage (Sec. 2.1.1)

Adds usable area definition (Article 13)

- Minimum usable area of 30,000 SF (Sec. 2.1.1)

3. Natural Area

Requires natural, undisturbed temporary setback areas and limits disturbance during construction (with minor exceptions) while allowing future use after construction (Article 13 & Sec. 3.1.10)

- 3.1 Applies to minor plat street frontage
  - Preserves viewsheds
- 3.2 Applies to rear-to-rear and rear-to-side adjacencies
  - Preserves backyard privacy
- 3.3 Applies to side-to-rear adjacencies
  - Preserves back/side yard privacy

4. Minor Plat Provisions

- 4.1 Clarifies minor plats not subject to prelim plat or Planning Commission review (Sec. 12.6.3)
- 4.2 Adds requirement to submit health dept plans with section that requires certification of approval (Sec. 12.6.2)
- 4.3 As-built on shared infrastructure (Sec. 12.6.2)

5. As-Built Requirements

- 5.1 Updates various sections to include require as-built at CO for main structure when > 10% lot coverage (Sec. 12.6.2, 12.6.4, Building 10-94)
  - Verifies lot coverage compliance and remaining coverage
- 5.2 Requires foundation survey near setbacks/buffers or near max coverage (Building 10-93)

6. Agricultural Tract Exception

Allows limited subdivision while preserving large tracts, works alongside CUVA as similar intent

- Adds definition (Article 13) and process (Sec. 12.6.2.H)
- Allowed to use driveway, modified (Article 13)
- Allows 25% max lot coverage (6.3.3)

7. Cash Bonds

Updates development bond requirements as financial best practice

- Cash bonds allowed for projects < $250K and <18 months, projects exceeding require surety bonds, where cash bond time extends beyond 18 months must convert to surety bonds and update amount (Sec. 11.4.3.A & 12.6.4.A)
- Maintenance bonds must be surety (Sec. 12.6.4.A)

8. Lake Lots

Updates for lot lines and common area (Sec. 10.3.5)

- Lots must extend to common area, not centerline of common area

Other (cleanup while making edits)

Part of 4.1 Confirms lot line adjustments and lot reductions after preliminary plat do not require new PC review (Sec. 12.6.3)

Phase 1 – Priority (Adopted April 2026) **Phase 2 – More Complex (Future Consideration)**

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of Subdivision Plats & Revisions – Final Plat Revision, Old Place at Crabapple Subdivision	
STATEMENT OF PURPOSE:	Approval of a Final Plat Revision for Old Place at Crabapple Subdivision to combine a portion of green space from Old Place at Crabapple with the existing parcel at 955 Old Place Drive.	
FINANCIAL IMPACT:	None	
RECOMMENDED ACTION:	Approve the Final Plat Revision for Old Place at Crabapple Subdivision.	

EXECUTIVE SUMMARY:

The Milton Unified Development Code requires Mayor and City Council approval of all final plats, minor plats, re-recordings, and revisions following review and certification by the Community Development Director.

The proposed final plat revision is the first step in a two-step platting process. It revises the civic/green space configuration within the Old Place at Crabapple subdivision by incorporating a portion of the existing civic/green space into the adjoining property at 955 Old Place Drive. The revised configuration will maintain compliance with the Crabapple Form Based Code T3 zoning requirements for green space and open space.

Approval of this final plat will establish the revised subdivision layout necessary for a companion minor plat, which will incorporate a separate portion of the remaining civic/green space into the adjoining property at 895 Mid Broadwell Road.

No new lots are being created, and the request does not alter the permitted land uses. The receiving parcel will remain subject to all applicable zoning and development regulations.

Staff has reviewed the proposed final plat and determined that it is consistent with the Unified Development Code and applicable subdivision regulations.

PURPOSE/BACKGROUND:

The proposed final plat subdivision is summarized below:

Name of Development / Location	Action	Comments /# lots	Total Acres	
Old Place at Crabapple Subdivision LL 1171 Dist. 2, Sect. 2	Final Plat	The purpose of this plat is to divide a portion of green space from Old Place at Crabapple and transfer and combine a portion with the existing adjoining parcel at 955 Old Place Drive.	**3.643** Acres	**N/A**

STAFF ANALYSIS:

Staff has reviewed the proposed final plat and finds it consistent with the Unified Development Code, including all applicable subdivision and zoning standards.

The proposed revision reallocates existing subdivision green space while maintaining compliance with the minimum green space and open space requirements of the T3 zoning district. All affected parcels remain subject to applicable zoning and development regulations.

FINANCIAL IMPACT:

There is no financial impact associated with this final plat.

ALTERNATIVES CONSIDERED:

Option 1: Approve the final plat as presented.
Option 2: Deny the final plat if found inconsistent with applicable regulations.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed final plat has been reviewed for compliance with the Unified Development Code and applicable subdivision regulations.

OPERATIONAL IMPACT:

There is no direct operational impact associated with this final plat.

COMMUNITY/STAKEHOLDER IMPACT:

The final plat application was found to be consistent with the Unified Development Code and policies of the City and does not create any immediate concerns with public health, safety, and welfare. It supports implementation of the City's land use and development regulations to ensure orderly subdivision of property.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2: Continue smart land planning to keep Milton unique by ensuring subdivision modifications are consistent with adopted zoning regulations and applicable development standards.

STAFF RECOMMENDATION:

Staff recommends approval of this final plat.

REVIEWS & APPROVALS:

Financial Review: N/A
Legal Review: N/A
Concurrent Review: Stacey Inglis, Deputy City Manager

ATTACHMENTS:

Location map
Final Plat

Location Map – 955 Old Place Drive



HOME OWNERS ASSOCIATION RESOLUTION

OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
970 Old Place Drive
Alpharetta, Georgia 30004

Date: June 24, 2025

RESOLUTION OF THE MEMBERS OF THE
OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.

In accordance with the terms of the Declaration of Protective Covenants and the Bylaws of the Old Place at Crabapple HOA (the "HOA"), the undersigned, being all of the Members HOA, hereby agree as follows, acting without a meeting, and hereby direct the Board of the HOA to take all actions contained herewith:

(1) We hereby authorize the Board of the HOA to enter into the proposed contract with Mayfield Farms East, LLC, for the sale of a portion of the property that is part of the common property of the HOA, generally being known as 0 Old Place Drive, Alpharetta, Fulton County, Georgia 30004 (Tax Parcel ID # 22-4 17011967) (the "Subject Property") upon the terms presented (the "Purchase and Sale Agreement");

(2) We hereby agree and authorize the Board of the HOA to execute all such documents necessary for the removal of the Subject Property from the Declaration of Covenants, including any amendment to the Declaration necessary to modify the legal description of the property subject to the Declaration and to exempt the Subject Property from the terms of the Declaration;

(3) We hereby personally agree to a modification of the plat applicable to the Old Place subdivision so as to remove the Subject Property from the Common Property as specified on such Plat and authorize the Board of the HOA to take all actions necessary on our behalf of accomplish the amendment to the Plat;

(4) We acknowledge that a part of the Subject Property will be transferred to the property located at 955 Old Place Drive in accordance with the terms of the Purchase and Sale Agreement.

ID	Resident Name	Address	Agree	Date
1	Annie Shirl	980 Old Place Dr		6/2/2025
2	Ashley Sounivon	985 Old Place Dr		6/3/2025
3	Fazal Khurram	995 Old Place Dr		5/21/2025
4	Hoang Van Nguyen	950 Old Place Dr		06/05/2025
5	Jawad Naeem	955 Old Place Dr		06/05/2025
6	Navneet Thareja	970 Old Place Dr		5-31-2025
7	Saravanan Balasubramanian	990 Old Place Dr		6-2-2025
8	Zinar Rahman	975 Old Place Dr		05/30/2025

By virtue of each homeowner's and Member's signature above, the above resolution is hereby adopted and passed by unanimous agreement of all of the Members of the HOA without a meeting in accordance with the terms of the Bylaws of the HOA, effective as of date of the last signature hereto.

BOARD MEMBERS:

Zinar Rahman
President
Old Place at Crabapple HOA

Saravanan Balasubramanian
Secretary
Old Place at Crabapple HOA

RESERVED FOR OFFICAL USE ONLY

PLAT PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS THE FOLLOWING
--TO COMBINE 0.808 ACRE OF GREEN SPACE, PARCEL NUMBER 22 417011711967 WITH PARCEL NUMBER 22 417011711967 (OUTSIDE THE SUBDIVISION)
--REDUCTION OF THE SUBDIVISION PLAT FOR OLD PLACE FROM 5.731 ACRES TO 4.943 ACRES

OWNER INFORMATION

TRACT 1
JAWAID & SHAHLA NAEEM
DB-54394 PG-554
955 OLD PL DR,
ALPHARETTA, GA 30004
PARCEL #22 417011711900
LOT 4 PB-336 PG-36

TRACT 2
OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PARCEL #22 417011711967
GREENSPACE PB-336 PG-36

THIS CONSTITUTES A MODIFICATION OF THE FINAL PLAT FOR OLD PLACE AT CRABAPPLE, PLAT BOOK 336, PAGE 36. MODIFICATION ONLY AFFECTS LOT 4, THE GREEN SPACE LOT, AND PUBLIC STREETS

MINOR SUBDIVISION PLAT APPROVAL

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF MILTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA AS AMENDED AND ANY APPLICABLE CONDITIONS OF ZONING.

DATED THIS _____ DAY OF _____ 20 _____

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT — DATE

OWNER NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF MILTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING, AND THE LINE NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE CONDUCTED FOR A COMMON GOOD SHALL NOT BE CONSTRUED AS CONSTITUTING A MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF MILTON, NOR AN ABROGATION OF THE CITY OF MILTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

OWNERS ACKNOWLEDGEMENT
(STATE OF GEORGIA, CITY OF MILTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO FULTON COUNTY AND/OR CITY OF MILTON THE COMPLETE OWNERSHIP AND USE OF ALL WATER AND SEWER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT, AND DEDICATED TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS 0.333 ACRES
PUBLIC SEWER EASEMENTS N/A ACRES
PUBLIC DRAINAGE EASEMENTS N/A ACRES
PUBLIC PARKS/OPEN SPACE 0.401 ACRES

OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PRESIDENT: ZIAUR RAHMA
TYPED NAME OF SUBDIVIDER
SIGNATURE OF SUBDIVIDER — 11/04/26
DATE

JAWAD NAEEM AND SHAHLA NAEEM
TYPED NAME OF OWNER OF RECORD (LOT 1)
SIGNATURE OF OWNER OF RECORD — 11/4/2026
DATE

SIGNATURE OF OWNER OF RECORD — 11/4/2026
DATE

OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PRESIDENT: ZIAUR RAHMA
TYPED NAME OF OWNER OF RECORD (GREENSPACE LOT)
SIGNATURE OF OWNER OF RECORD — 11/04/26
DATE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS PROPERTY CAN BE SERVED BY FULTON COUNTY WATER AND/OR SEWER SYSTEM IN ACCORDANCE WITH ALL APPLICABLE POLICIES, ORDINANCES, AND REGULATORY REQUIREMENTS. ALL WATER METERS MUST BE LOCATED INSIDE OF ROW, AND SEWER LATERALS SHALL BE PROVIDED FOR EACH UNIT. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ANY NEEDED EASEMENTS AND/OR UTILITY PERMITS.

APPROVED THIS _____ DAY OF _____ 20 _____

N / A — SIGNATURE
N / A — PRINTED NAME AND TITLE

FULTON COUNTY PUBLIC WORKS NOTE
PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

FULTON COUNTY BOARD OF HEALTH CERTIFICATION

ALL LOTS SHOWN HAVE BEEN REVIEWED FOR COMPLIANCE TO THE FULTON COUNTY BOARD OF HEALTH'S ADOPTED MINIMUM LOT SIZE AND DPH CHAPTER 511-3-1: RULES FOR ONSITE SEWAGE MANAGEMENT SYSTEMS AND CHAPTER 511-3-3 RULES FOR DRINKING WATER SUPPLY. PRIOR TO THE CONSTRUCTION OF ANY RESIDENCE, BUILDING, OR FACILITY, EACH LOT MUST BE REVIEWED AND APPROVED FOR AN ON-SITE SEWAGE MANAGEMENT SYSTEM CONSTRUCTION PERMIT.

DATED THIS _____ DAY OF _____ 20 _____

N / A — BY
N / A — TITLE

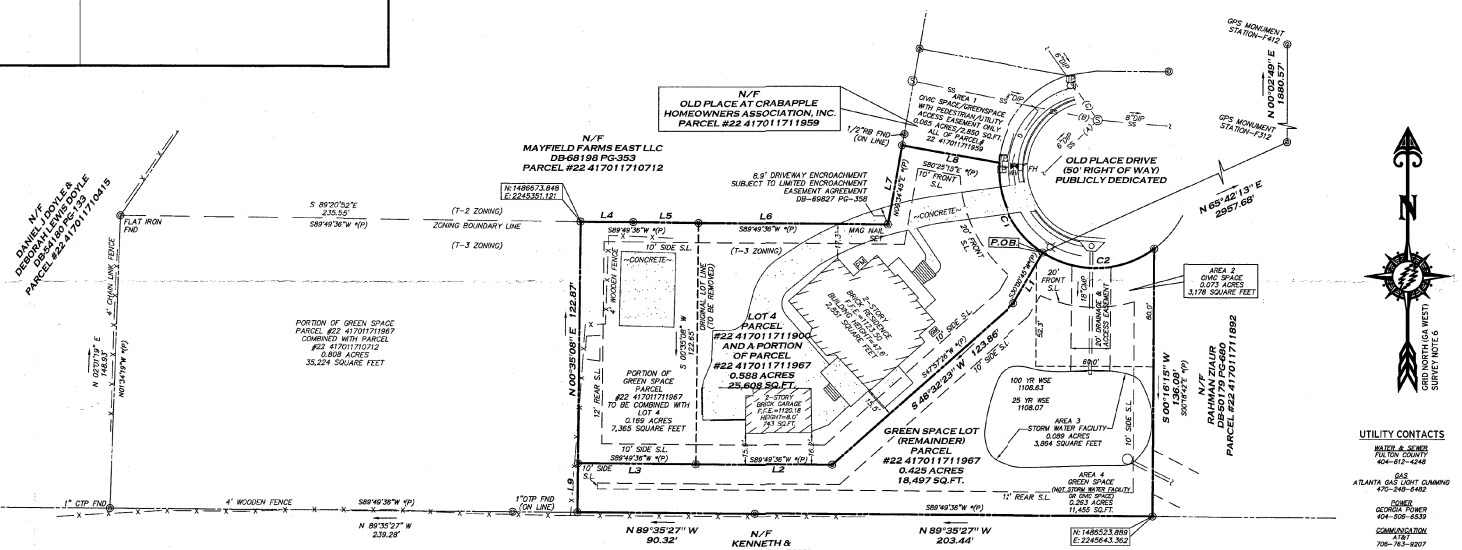
CIVIC SPACE / GREEN SPACE AREA TABLE

AREA	ACRES	SQUARE FEET
AREA – 1	2,850 SQFT	0.065 ACRES
AREA – 2	3,178 SQFT	0.073 ACRES
AREA – 4	11,455 SQFT	0.263 ACRES
TOTAL CIVIC SPACE / GREEN SPACE	17,483 SQFT	0.401 ACRES

CIVIC SPACE NOTE

CIVIC SPACE REMAINS IN COMPLIANCE WITH THE CRABAPPLE FORM-BASED CODE FOR OLD PLACE AT CRABAPPLE SUBDIVISION

TOTAL AREA CIVIC & GREENSPACE: 17,483 SQUARE FEET
TOTAL CIVIC SPACE: 6,028 SQUARE FEET
(AREA 1: 2,850 SQUARE FEET)
(AREA 2: 3,178 SQUARE FEET)
(AREA 4: 11,455 SQUARE FEET)
PERCENTAGE OF CIVIC SPACE RETAINED: 6%



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 30°04'08" W	30.00'
L2	N 89°35'27" W	69.41'
L3	N 89°35'27" W	60.00'
L4	S 89°20'52" E	26.79'
L5	S 89°24'53" E	33.21'
L6	S 89°24'52" E	98.41'
L7	N 10°09'43" E	40.76'
L8	S 79°50'18" E	50.36'
L9	S 00°35'08" W	25.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CHORD BEARING (PLAT)
C1	50.00'	53.33'	50.84'	S 26°41'56" E	S 27°47'15" E *(P)
C2	50.00'	60.54'	56.91'	N 89°03'19" E	N 87°38'28" E *(P)

* (P) PLATTED BEARING PER FINAL PLAT FOR OLD PLACE AT CRABAPPLE, PLAT BOOK 336, PAGE 36. PLAT BEARING BASE BEING MAGNETIC NORTH, (SURVEY REFERENCE 1).

FULTON COUNTY G.I.S. MONUMENTS

FROM SE OF TRACT 1 PROPERTY CORNER TO G.I.S. MON. F312
N 65°42'13" E 2957.68'
FROM G.I.S. MON. F312 TO G.I.S. MON. F412
N 00°02'49" E 1880.57'

LOT COVERAGE CALCULATIONS

TRACT	AREA	IMPERVIOUS AREA	COVERAGE
LOT 4	25,608 SQ.FT.	9,881 SQ.FT.	43%
GREEN SPACE	18,497 SQ.FT.	18,497 SQ.FT.	N/A

SURVEY NOTES

1) PROPERTY SHOWN HEREON WAS SURVEYED AUGUST 13, 2025.

2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1' IN 39,817' WITH AN ANGULAR ERROR OF 3.24 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

3) A SOKKIA IX TOTAL STATION, CARLSON BRX7 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.

4) THIS PLAT HAS A COMBINED MAP CLOSURE OF 1' IN 372,083'.

5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13121C0054E, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 18, 2013 FOR COMMUNITY NUMBER 130053, IN FULTON COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

6) BEARING BASIS (NAD83(2011), GA WEST) AND VERTICAL DATUM (NAVD88, GEOID18) FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRX7 GPS RECEIVER UTILIZING GPOS-3 FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .05 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.

7) UTILITIES SHOWN PER MARKINGS PLACED BY GROUNDHAWK. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. PROFESSIONAL LAND SURVEYORS MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.

8) ALL PROPERTY CORNERS ARE 5/8-INCH CAPPED REBAR UNLESS OTHERWISE NOTED.

9) THE FINAL PLAT FOR OLD PLACE AT CRABAPPLE, PLAT BOOK 336, PAGE 36, WAS DRAWN BASED UPON A PLAT BEARING BASE BEING MAGNETIC NORTH (SURVEY REFERENCE 1). ADDITIONAL BEARING REFERENCES TO THE FINAL PLAT FOR OLD PLACE AT CRABAPPLE ARE INCLUDED ON THIS LOT RECONFIGURATION PLAT BASED UPON COMMON LINES WITH THE FINAL PLAT FOR OLD PLACE AT CRABAPPLE BY DESIGNATION OF "(P)".

10) ALL OWNERS OF PROPERTY WITHIN THE BOUNDS OF THE FINAL PLAT FOR OLD PLACE AT CRABAPPLE, PLAT BOOK 336, PAGE 36, HAVE CONSENTED TO THE MODIFICATION THEREOF AS SET FORTH IN THIS LOT RECONFIGURATION PLAT PURSUANT TO THAT CERTAIN RESOLUTION OF THE MEMBERS OF THE OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC., DATED JUNE 4, 2025.

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS MINOR PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY(S) MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, OR ARE MARKED AS FUTURE; AND THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LANDS SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

MITCHELL LOWERY GEORGIA RLS# 3109

DATE OF PLAT OR MAP: OCTOBER 22, 2026

GEORGIA REGISTERED No. 3109 LAND SURVEYOR MITCHELL LOWERY



ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP (FIRM) OF FULTON COUNTY PANEL NUMBER 13121C0054E, DATED SEPTEMBER 18, 2013, PORTIONS OF THIS PROPERTY DO NOT LIE WITHIN A FLOOD HAZARD AREA.

WATER SERVICE PROVIDED BY FULTON COUNTY

WASTEWATER SERVICE PROVIDED BY FULTON COUNTY

EXISTING ACERAGE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)
LOT 4	18,243 SQ.FT.	0.419 ACRES
GREEN SPACE	25,862 SQ.FT.	0.594 ACRES

PROPOSED NEW ACERAGE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)
LOT 4	25,608 SQ.FT.	0.588 ACRES
GREEN SPACE	18,497 SQ.FT.	0.425 ACRES

ZONING

ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS:

"TX" (CRABAPPLE FORM-BASED CODE ZONE 3).
SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

ZONING DENSITY: 3 UNITS/ACRE
FRONT YARD: 15 OR 20 FEET
SIDE YARD: 5 OR 10 FEET
REAR YARD: 12 FEET
FRONTAGE BUILDING: 30% MINIMUM
LOT WIDTH: 20 FOOT MINIMUM
LOT COVERAGE: 80% MAXIMUM

ZONING AND SETBACK INFORMATION PER THE CITY OF MILTON MUNICODE. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

GRAPHIC SCALE
30' 0 30' 60'
1 Inch = 30 Feet

SURVEY REFERENCES

1) FINAL PLAT FOR OLD PLACE AT CRABAPPLE PREPARED BY GRANT SHEPERD & ASSOCIATES DATED DECEMBER 6, 2007 AND RECORDED IN PLAT BOOK 336, PAGE 36, FULTON COUNTY RECORDS.



VICINITY MAP

LEGEND

	PROPERTY LINE
	OVERHANG/AWNING
(BEARING/DISTANCE)	RECORD CALLS
	SETBACK LINE
S.L.	SETBACK LINE
W	WATER LINE
OHE	OVERHEAD UTILITY LINE
G	GAS LINE
SS	SANITARY SEWER LINE
UGE	UNDERGROUND ELECTRIC LINE
UT	UNDERGROUND TELEPHONE LINE
X	FENCE LINE
	STORM DRAIN PIPE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
FH	FIRE HYDRANT
GM	GAS METER
GV	GAS VALVE
PM	POWER METER
SS	SANITARY SEWER MANHOLE
DWCB	DOUBLE-WING CATCH BASIN
RB	REBAR
CRB	CAPPED REBAR
CTP	CRIMPED TOP PIPE
FND	FOUND
	LIGHT POLE

UTILITY CONTACTS

WATER & SEWER
FULTON COUNTY
404-612-4248

GAS
ATLANTA GAS LIGHT CUMMING
470-248-8482

POWER
GEORGIA POWER
404-506-6539

COMMUNICATION
AT&T
706-763-9207

COMCAST
678-708-7112

PROFESSIONAL LAND SURVEYORS, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
770-334-8186
WWW.PLS.US
GEORGIA C.O.A.: LSF001380

PREPARED FOR:
EVERSTELLAR INVESTMENTS

LOT RECONFIGURATION PLAT OF:
OLD PLACE AT CRABAPPLE SUBDIVISION
LOT 4, GREEN SPACE LOT & A PORTION OF
OLD PLACE DRIVE
& 8995 MID BROADWELL RD.
ALPHARETTA, GA 30004

STATE: GEORGIA | COUNTY: FULTON | CITY OF MILTON
LAND LOT: 1171 | DISTRICT: 2 | SECTION: 2

REVISIONS

DATE:	DESCRIPTION
10/22/2025	-ADDRESS COMMENTS
11/06/2025	-ADDRESS COMMENTS
01/12/2026	-ADDRESS COMMENTS
09/28/2026	-ADDRESS COMMENTS
10/12/2026	-ADDRESS COMMENTS
10/22/2026	-ADDRESS COMMENTS

PROFESSIONAL LAND SURVEYORS

PLOT DATE: 10/22/2025

Signature:

Email: sara.leaders@miltonga.gov

Signature: Stacey Inglis
Stacey Inglis (Nov 12, 2026 14:17:22 EST)

Email: stacey.inglis@miltonga.gov

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of Subdivision Plats & Revisions - Minor Plat, 895 Mid Broadwell Road	
STATEMENT OF PURPOSE:	Approval of a Minor Plat for 895 Mid Broadwell Road to combine a portion of the remaining green space from the Old Place at Crabapple subdivision with the existing adjoining parcel outside the subdivision at 895 Mid Broadwell Road.	
FINANCIAL IMPACT:	None	
RECOMMENDED ACTION:	Approve the Minor Plat for 895 Mid Broadwell Road.	

EXECUTIVE SUMMARY:

The Milton Unified Development Code requires Mayor and City Council approval of all final plats, minor plats, re-recordings, and revisions following review and certification by the Community Development Director.

This minor plat is the second step in a two-step platting process and is contingent upon approval of the companion Final Plat for the Old Place at Crabapple subdivision. Following the reconfiguration of the subdivision civic/green space through the final plat, the proposed minor plat combines a portion of the remaining civic/green space with the adjoining property located at 895 Mid Broadwell Road.

No new lots are being created, and the request does not change the permitted land uses. While the receiving parcel will increase in size, any future development will remain subject to all applicable zoning, development regulations, and City review and approval processes.

Staff has reviewed the proposed minor plat and determined that it is consistent with the Unified Development Code and applicable subdivision regulations.

PURPOSE/BACKGROUND:

The proposed minor plat subdivision is summarized below:

Name of Development / Location	Action	Comments /# lots	Total Acres	
895 Mid Broadwell Road LL 1171 Dist. 2, Sect. 2	Minor Plat	The purpose of this plat is to transfer and combine a portion of the remaining green space from Old Place at Crabapple with the existing adjoining parcel at 895 Mid Broadwell Road.	**3.643** Acres	**N/A**

STAFF ANALYSIS:

Staff has reviewed the proposed minor plat and finds it consistent with the Unified Development Code, including all applicable subdivision and zoning standards.

Approval of the companion final plat establishes the revised subdivision configuration necessary for this lot line adjustment. Following that action, the proposed minor plat complies with the Unified Development Code and applicable subdivision regulations.

While the receiving parcel will increase in size, no new lots are created, and no additional development rights are granted through this plat. Any future development remains subject to all applicable zoning regulations and City review processes.

FINANCIAL IMPACT:

There is no financial impact associated with this minor plat.

ALTERNATIVES CONSIDERED:

Option 1: Approve the minor plat as presented.
Option 2: Deny the minor plat if found inconsistent with applicable regulations.

LEGAL AND REGULATORY CONSIDERATIONS:

The proposed minor plat has been reviewed for compliance with the Unified Development Code and applicable subdivision regulations.

OPERATIONAL IMPACT:

There is no direct operational impact associated with this minor plat.

COMMUNITY/STAKEHOLDER IMPACT:

The minor plat application was found to be consistent with the Unified Development Code and policies of the City and does not create any immediate concerns with public health, safety, and welfare. It supports implementation of the City's land use and development regulations to ensure orderly subdivision of property.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2: Continue smart land planning to keep Milton unique by ensuring subdivision modifications are consistent with adopted zoning regulations and applicable development standards.

STAFF RECOMMENDATION:

Staff recommends approval of this minor plat.

REVIEWS & APPROVALS:

Financial Review: N/A
Legal Review: N/A
Concurrent Review: Stacey Inglis, Deputy City Manager

Stacey Inglis

ATTACHMENTS:

Location map
Minor Plat

Location Map – 895 Mid Broadwell Road



PLAT PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO COMBINE A PORTION OF GREEN SPACE, PARCEL NUMBER 22 417011711967 WITH 895 MID BROADWELL, EXISTING PARCEL NUMBER 22 417011710712.

EXISTING ACREAGE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)
895 MID BROADWELL	104,971 SQ.FT.	2.410 ACRES
GREEN SPACE	53,723 SQ.FT.	1.233 ACRES

PROPOSED NEW ACREAGE

TRACT	AREA (SQUARE FEET)	AREA (ACRES)
895 MID BROADWELL TRACT 1	140,197 SQ.FT.	3.218 ACRES
GREEN SPACE TRACT 2	18,497 SQ.FT.	0.425 ACRES

RESERVED FOR OFFICAL USE ONLY

OWNER NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF MILTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING, AND THE LIKE NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE CONDUCTED FOR A COMMON GOOD SHALL NOT BE CONSTRUED AS CONSTITUTING A MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF MILTON, NOR AN ABROGATION OF THE CITY OF MILTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

OWNERS ACKNOWLEDGEMENT

(STATE OF GEORGIA, CITY OF MILTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO FULTON COUNTY AND/OR CITY OF MILTON THE COMPLETE OWNERSHIP AND USE OF ALL WATER AND SEWER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT, AND DEDICATED TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS 0.333 ACRES
PUBLIC SEWER EASEMENTS N/A ACRES
PUBLIC DRAINAGE EASEMENTS N/A ACRES
PUBLIC PARKS/OPEN SPACE 0.401 SQUARE FEET

OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PRESIDENT- ZOHA RAHIM
TYPED NAME OF SUBDIVIDER

SIGNATURE OF SUBDIVIDER

DATE 11/04/26

MAYFIELD FARMS EAST, LLC
MANAGING MEMBER:
JEFFERSON MCKEY III
TYPED NAME OF OWNER OF RECORD (TRACT 1)

SIGNATURE OF OWNER OF RECORD

DATE 11/4/26

OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PRESIDENT: ZOHA RAHIM
TYPED NAME OF OWNER OF RECORD (TRACT 2)

SIGNATURE OF OWNER OF RECORD

DATE 11/04/26

FULTON COUNTY BOARD OF HEALTH CERTIFICATION

ALL LOTS SHOWN HAVE BEEN REVIEWED FOR COMPLIANCE TO THE FULTON COUNTY BOARD OF HEALTH'S ADOPTED MINIMUM LOT SIZE AND DPH CHAPTER 511-3-1; ~~RULES FOR ONSITE SEWAGE MANAGEMENT SYSTEMS~~ AND CHAPTER 511-3-3 RULES FOR DRINKING WATER SUPPLY. PRIOR TO THE CONSTRUCTION OF ANY RESIDENCE, BUILDING, OR FACILITY, ~~EACH LOT MUST BE REVIEWED AND APPROVED FOR AN ON-SITE SEWAGE MANAGEMENT SYSTEM CONSTRUCTION PERMIT.~~ ~~BOTH~~ LOTS WILL BE SERVICED BY FULTON COUNTY FOR WATER/SEWER.

DATED THIS 4th DAY OF November 20 26

BY: Environmental Health Specialist III
TITLE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS PROPERTY CAN BE SERVED BY FULTON COUNTY WATER AND/OR SEWER SYSTEM IN ACCORDANCE WITH ALL APPLICABLE POLICIES, ORDINANCES, AND REGULATORY REQUIREMENTS. ALL WATER METERS MUST BE LOCATED INSIDE OF ROW, AND SEWER LATERALS SHALL BE PROVIDED FOR EACH UNIT. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ANY NEEDED EASEMENTS AND/OR UTILITY PERMITS.

APPROVED THIS 4th DAY OF November 20 26

Patricia Walker PE ENGINEERING ADMINISTRATOR
SIGNATURE PRINTED NAME AND TITLE

FULTON COUNTY PUBLIC WORKS NOTE:
PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS MINOR PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOW HEREON ACTUALLY EXIST, OR ARE MARKED AS FUTURE; AND THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

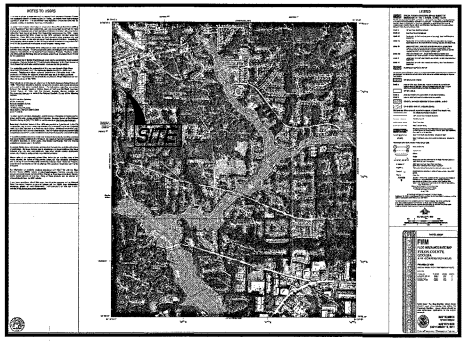
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LANDS SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 3109 LAND SURVEYOR MITCHELL LOWERY

MITCHELL LOWERY GEORGIA RLS # 3109

DATE OF PLAT OR MAP: OCTOBER 22, 2026



NOTES TO USERS

ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP (FIRM) OF FULTON COUNTY PANEL NUMBER 13121C0054F, DATED SEPTEMBER 18, 2013, PORTIONS OF THIS PROPERTY DO NOT LIE WITHIN A FLOOD HAZARD AREA.

MINOR SUBDIVISION PLAT APPROVAL

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF MILTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA AS AMENDED AND ANY APPLICABLE CONDITIONS OF ZONING.

DATED THIS _____ DAY OF _____ 20 _____

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT DATE

ZONING

ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS:

"TZ" (CRABAPPLE FORM-BASED CODE ZONE 2)
SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

ZONE DENSITY: 1 UNIT/ACRE
FRONT YARD: 60 FEET
SIDE YARD: 25 FEET
REAR YARD: 50 FEET
LOT WIDTH: 100 FOOT MIN
LOT COVERAGE: 20% MAX

"T3" (CRABAPPLE FORM-BASED CODE ZONE 3)
SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

ZONING DENSITY: 3 UNITS/ACRE
FRONT YARD: 15 OR 20 FEET
SIDE YARD: 5 OR 10 FEET
REAR YARD: 12 FEET
FRONTAGE BUILDING 30% MINIMUM
LOT WIDTH: 70 FOOT MINIMUM
LOT COVERAGE: 60% MAXIMUM

ZONING AND SETBACK INFORMATION PER THE CITY OF MILTON MUNICODE. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SURVEY REFERENCES

1) FINAL PLAT FOR OLD PLACE @ CRABAPPLE PREPARED BY GRANT SHEPPARD & ASSOCIATES DATED DECEMBER 6, 2007 AND RECORDED IN PLAT BOOK 336, PAGE 36, FULTON COUNTY RECORDS.

UTILITY CONTACTS

WATER & SEWER
FULTON COUNTY
404-612-6248

GAS
ATLANTA GAS LIGHT CUMMING
470-246-6482

POWER
GEORGIA POWER
404-506-9539

COMMUNICATION
AT&T
706-763-9207

COMCAST
678-708-7112

CIVIC SPACE / GREEN SPACE AREA TABLE

AREA	ACRES	SQUARE FEET
AREA – 1	2,850 SQFT	0.065 ACRES
AREA – 2	3,178 SQFT	0.073 ACRES
AREA – 4	11,455 SQFT	0.263 ACRES
TOTAL CIVIC SPACE / GREEN SPACE	17,483 SQFT	0.401 ACRES

CIVIC SPACE NOTE

CIVIC SPACE REMAINS IN COMPLIANCE WITH THE CRABAPPLE FORM-BASED CODE FOR OLD PLACE AT CRABAPPLE SUBDIVISION

TOTAL AREA CIVIC & GREENSPACE: 17,483 SQUARE FEET
TOTAL CIVIC SPACE: 6,028 SQUARE FEET
(AREA 1: 2,850 SQUARE FEET)
(AREA 2: 3,178 SQUARE FEET)
(AREA 4: 11,455 SQUARE FEET)
PERCENTAGE OF CIVIC SPACE RETAINED: 8%

FULTON COUNTY G.I.S. MONUMENTS

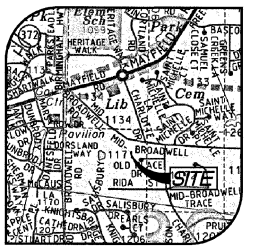
FROM NE OF TRACT 1 PROPERTY CORNER TO G.I.S. MON. F312	
N 71°50'53" E	2861.97'
FROM G.I.S. MON. F312 TO G.I.S. MON. F412	
N 00°02'49" E	1880.57'

LOT COVERAGE CALCULATIONS

TRACT	AREA	IMPERVIOUS AREA	COVERAGE
1	140,197 SQ.FT.	8,121 SQ.FT.	6%
2	25,862 SQ.FT.	1,054 SQ.FT.	4%

LINE	BEARING	DISTANCE
L1	S 10°09'42" W	50.00'
L2	S 79°50'18" E	50.36'
L3	N 30°54'08" E	30.00'
L4	S 10°09'42" W	40.76'
L5	N 89°20'32" W	26.79'
L6	S 60°35'08" W	25.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	53.33'	50.84'	S 22°41'56" E
C2	50.00'	60.54'	56.91'	N 88°03'19" E



VICINITY MAP

SURVEY NOTES

1) PROPERTY SHOWN HEREON WAS SURVEYED AUGUST 13, 2025.

2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1' IN 35,817' WITH AN ANGULAR ERROR OF 3.24 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

3) A SOKKIA IX TOTAL STATION, CARLSON BRX7 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.

4) THIS PLAT HAS A COMBINED MAP CLOSURE OF 1' IN 377,083'.

5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13121C0054F, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 18, 2013 FOR COMMUNITY NUMBER 130073, IN FULTON COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

6) BEARING BASIS (NAD83(2011), GA WEST) AND VERTICAL DATUM (NAVD88, GEOID18) FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRX7 GPS RECEIVER UTILIZING GPS+-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .05 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.

7) UTILITIES SHOWN PER MARKINGS PLACED BY GROUNDHAWK. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. PROFESSIONAL LAND SURVEYORS MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.

8) ALL PROPERTY CORNERS ARE 5/8-INCH CAPPED REBAR UNLESS OTHERWISE NOTED.

OWNER INFORMATION

TRACT 1
MAYFIELD FARMS EAST LLC
DB-66198 PG-353
895 MID BROADWELL RD.
ALPHARETTA, GA 30004
PARCEL #22 417011710712

TRACT 2
OLD PLACE AT CRABAPPLE HOMEOWNERS ASSOCIATION, INC.
PARCEL #22 417011711967
GREENSPACE PB-336 PG-36

GRAPHIC SCALE
30' 0 30' 60'
1 Inch = 30 Feet

LEGEND

	PROPERTY LINE
	OVERHANG/AWNING
(BEARING/DISTANCE)	RECORD CALLS
	SETBACK LINE
S.L.	SETBACK LINE
W	WATER LINE
OHE	OVERHEAD UTILITY LINE
G	GAS LINE
SS	SANITARY SEWER LINE
UGE	UNDERGROUND ELECTRIC LINE
UT	UNDERGROUND TELEPHONE LINE
X X	FENCE LINE
	STORM DRAIN PIPE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
FH	FIRE HYDRANT
GM	GAS METER
GV	GAS VALVE
PM	POWER METER
S	SANITARY SEWER MANHOLE
DICB	DOUBLE-WING CATCH BASIN
RB	REBAR
CRB	CAPPED REBAR
CTP	CRIMPED TOP PIPE
FND	FOUND
	LIGHT POLE

PROFESSIONAL LAND SURVEYORS, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
770-334-8186
WWW.PLS.US
INFO@PLS.US
GEORGIA C.O.A.: LSF001380

PREPARED FOR:
EVERSTELLAR INVESTMENTS

LOT RECONFIGURATION PLAT OF:
GREENSPACE LOT
OLD PLACE @ CRABAPPLE SUBDIVISION
& 895 MID BROADWELL RD.
ALPHARETTA, GA 30004

STATE: GEORGIA	COUNTY: FULTON	CITY OF MILTON
LAND LOT: 1171	DISTRICT: 2	SECTION: 2

REVISIONS

DATE:	DESCRIPTION
09/09/2025	-ADDRESS COMMENTS
10/22/2025	-ADDRESS COMMENTS
01/12/2026	-ADDRESS COMMENTS
09/28/2026	-ADDRESS COMMENTS
10/12/2026	-ADDRESS COMMENTS
10/22/2026	-ADDRESS COMMENTS

DATE: 10/22/2025
SCALE: 1" = 30'
DRAWN BY: CLS
CHECKED BY: ML
JOB NO: 2025

PROFESSIONAL LAND SURVEYORS
Section 12, Item B.

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	City Manager	Steven Krokoff, City Manager Steven Krokoff Steven Krokoff (Nov 12, 2026 17:18:08 EST)
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of an Addendum to the Purchase and Sale Agreement dated September 21, 2026, regarding the acquisition of the Verizon Place property regarding Tower Approvals.	
STATEMENT OF PURPOSE:	To approve the tower locations and satisfy the City's contractual tower-approval obligations, contingent upon closing and conveyance to the Development Authority of Milton, while establishing provisions for future access and utility/fiber easement relocation.	
FINANCIAL IMPACT:	The proposed temporary-location amendment leaves the $26,250,000 purchase price unchanged.	
RECOMMENDED ACTION:	Approve the addendum in the final form reviewed by the City Attorney and authorize the Mayor to execute it.	

EXECUTIVE SUMMARY:

The City's agreement to purchase approximately 51.32 acres at One, Two, and Three Verizon Place allows Verizon to maintain telecommunications service through retained antenna, access, and utility easements. Council's consideration includes a temporary facility and the proposed permanent tower, whose site area and access corridors must be incorporated into future property planning. The addendum satisfies the City's contractual tower-approval obligations, contingent upon closing and conveyance of the property to the Development Authority of Milton.

PURPOSE/BACKGROUND:

The purchase agreement requires the City to issue tower approvals that are available administratively at closing and to cooperate with Verizon in obtaining approvals issued by other authorities. It also establishes locations for the permanent and temporary facilities, with changes to those locations requiring a written amendment before the diligence approval date.

STAFF ANALYSIS:

During due diligence, Verizon requested that the temporary tower location as generally approved in the Purchase and Sale Agreement, be finalized approximately 315 feet east, closer to existing power and fiber connections Verizon advised that the final location will substantially shorten utility connections and avoid the ground disturbance associated with the original location, reducing the time needed to establish temporary service.

Exhibit H-2 depicts a proposed 99-foot-3-inch temporary, ballast-mounted monopole within a 25-foot by 25-foot fenced area, approximately 625 square feet, with a temporary easement of the same stated area. The compound includes a wireless equipment cabinet, equipment H-frame, temporary diesel generator, and chain-link gate (sheets C1 through C3).

The drawings locate the compound near the existing retention pond and existing transformer and fiber handhole. Power and fiber would run above ground in code-compliant protective conduit (sheets C2 and C3). The 625-square-foot compound should not be treated as the full area affected by installation, because the utility connections extend beyond it.

Permanent facility. The Verizon One DRAN relocation plans show a 115-foot monopine tower, 120 fe highest appurtenance, on the One Verizon Place parcel (tax parcel 22 544011140234). Sheet C2 labels an 85-foot by 50-foot "lease area," approximately 4,250 square feet, surrounding a gravel compound of approximately 1,560 square feet. This is separate from the temporary tower's 625-square-foot area.

Access and utilities. Sheets C1 and C2 show a 20-foot-wide access/utility easement from the existing Morris Road apron, a separate 10-foot-wide utility easement, and a 12-foot-wide paved approach to the compound. These corridors extend beyond the tower area and must remain compatible with future roads, parking, recreation improvements, and construction access.

Screening and equipment. Sheet C2 shows a 20-foot landscape buffer, with existing vegetation serving the north, east, and west sides and a planted strip along the south. The compound includes security fencing, a double gate, a 50-kW diesel generator, and space labeled for a future co-locator. These features warrant consideration of long-term visibility, noise, maintenance access, and potential additional use of the compound.

FINANCIAL IMPACT:

The addendum does not change the $26,250,000 purchase price. The purchase agreement's existing telecommunications obligations remain part of the transaction.

The location and timing of telecommunications facilities may affect demolition scheduling and future site development. If future development of the property requires relocation or modification of the access or utility/fiber easements, the developer of the land underlying the affected easement area will bear all associated costs. These costs include relocation of facilities, engineering, permitting, construction, restoration, and recording of replacement easements.

ALTERNATIVES CONSIDERED:

Council may approve the addendum, request revisions, or defer action. Any deferral must be evaluated against the purchase agreement's diligence deadline and tower-approval requirements.

LEGAL AND REGULATORY CONSIDERATIONS:

This action approves the addendum's telecommunications arrangements and satisfies the City's contractual tower-approval obligations, contingent upon closing and conveyance to the Development Authority of Milton. The preliminary status of the exhibits does not defer that contractual approval. Section 3(d) separately requires Sellers to comply with applicable federal and state requirements, including environmental review and permitting and erosion, sedimentation, and stormwater controls, and makes Sellers solely responsible for compliant installation and maintenance. Approval of a demolition contract and decisions concerning the property's final development program would be handled separately.

Exhibit H-2 is marked "Preliminary" and "Not for Construction." Its site information is reproduced from aerial imagery for illustrative purposes, and sheet C3 refers to tower and foundation specifications by others. The exhibit describes the proposed configuration; it does not establish that final engineering or permit review is complete.

For the permanent facility, sheet C3 reports zero square feet of encroachment into the depicted setbacks and shows the creek, 25-foot state waters buffer, 50-foot natural vegetation buffer, and 75-foot impervious setback. The plans' "lease area" label and easement widths should be reconciled with the controlling legal descriptions and executed instruments; the drawings alone do not establish easement duration. Section 3(b) requires the closing easement agreement to provide that Verizon and its successors and assigns reasonably cooperate with and consent to reasonable requests to relocate or modify the access and utility/fiber easements for future development. Replacement easements must provide substantially equivalent access, utility service, capacity, and functionality, with costs assigned to the subsequent developer as described above. This provision does not address relocation of the permanent tower itself.

The permanent site plan also depicts prospective mixed-use development, reconfigured parking, a pedestrian bridge, and stormwater facilities "by others." Those contextual features are not approvals of the City's future development program.

OPERATIONAL IMPACT:

The temporary facility is intended to maintain cellular service while existing rooftop equipment is relocated. Whether it is needed will depend in part on the final approach to retaining or demolishing the existing buildings and the feasibility of keeping the necessary equipment in operation. The permanent easement must also be accounted for in future planning of the property.

The above-ground utility routes and location near the retention pond should be checked against access, maintenance, drainage, demolition, and future construction needs. Staff should confirm the installation and removal schedule, site-restoration responsibilities, and responsibility for related costs in the controlling documents. The four-sheet exhibit does not establish those terms.

COMMUNITY/STAKEHOLDER IMPACT:

The temporary facility is intended to preserve cellular service during relocation of existing equipment. The nearly 100-foot tower and proposed diesel generator also warrant consideration of visibility, operating noise, and site security during final review.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2, Continue.smart.land.planning.to.keep.Milton.unique, and Strategic Priority #3, Acquire?manage?and.develop.public.land.and.resources.to.support.Milton's.high.quality.of.life, by supporting coordinated planning for future park, recreation, and economic development opportunities.

STAFF RECOMMENDATION:

Approve the addendum in the final form reviewed by the City Attorney and authorize the Mayor to execute it. Coordinate its execution with the diligence approval process and confirm the closing conveyance to the Development Authority of Milton and the required easement provisions so the applicable tower locations and approval obligations are established before the City proceeds beyond due diligence.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – Bernadette Harvill
Bernadette Harvill (Nov 12, 2026 17:20:24 EST)
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – November 12, 2026
Concurrent Review: Stacey Inglis, Deputy City Manager – Stacey Inglis
Stacey Inglis (Nov 12, 2026 17:21:52 EST)

ATTACHMENTS:

1. Addendum regarding Tower Approvals;
2. Exhibit H-1 Verizon One DRAN relocation plan set, including permanent site, access/utility, screening, and encroachment plans; applicable easement instruments and legal descriptions.
3. Exhibit H-2 temporary tower preliminary drawings (C1 through C4);

ADDENDUM TO
PURCHASE AND SALE AGREEMENT
REGARDING TOWER APPROVALS

THIS ADDENDUM TO PURCHASE AND SALE AGREEMENT REGARDING TOWER APPROVALS (this "***Addendum***") is made as of November 16, 2026, by and among **CELLCO PARTNERSHIP**, a Delaware general partnership ("***Cellco***"), **GTE WIRELESS LLC**, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated ("***GTE***"; Cellco and GTE are collectively referred to in this Amendment as "***Sellers***"), and **THE CITY OF MILTON**, a Georgia municipal corporation ("***Buyer***"). The Sellers and the Buyer may be referred to herein collectively as the "***Parties***" or individually as a "***Party***."

WITNESSETH THAT:

WHEREAS, Buyer and Sellers entered into that certain Purchase and Sale Agreement made as of September 21, 2026 (the *"**Contract**"*), with respect to certain real property located in Milton, Georgia, and being more particularly described in the Contract; and

WHEREAS, Buyer and Sellers desire to supplement the Contract as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree as follows:

1. *Definitions*. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to them in the Contract.

2. *Location of the Temporary Easement Area.* The Contract generally depicts the location of the Temporary Easement Area by reference to the sketch attached to the Antenna Easement as Exhibit "C." The Sellers and Buyer have since finalized and specifically identified the Temporary Easement Area, as depicted in the materials attached hereto as Exhibit "H-2." Accordingly, the final form of Antenna Easement executed by the Parties at Closing shall reflect the Temporary Easement Area as depicted in Exhibit "H-2."

3. *Tower Approvals*. Section 1(d)(iv) of the Contract states that Buyer shall cause each Tower Approval related to the Tower Location Easement Area, the Access Easement Area, the Utility and Fiber Easement Area, and the Temporary Easement Area (collectively, the Tower Approvals) for the construction and operation of antennas, related equipment and utilities and other improvements in accordance with the Antenna Easement, to be issued at Closing. The Sellers agree that the terms and conditions of this Addendum satisfies the Buyer's obligations related to the Tower Approvals under the Contract. The Tower Approvals are issued contingent upon the completion of the Closing of the Contract and whereby the Property is conveyed to the Development Authority of Milton (see City Code Sec. 8.4.5.B.2.a).

(a) *Tower Location Easement Area*. Attached hereto marked Exhibit "H-1" are preliminary design and construction plan documents related to the Tower Location Easement Area

and the proposed relocated permanent telecommunications facility and equipment necessary to operate the same. Modifications to the concrete base may be required following Sellers' completion of corresponding geotechnical surveying and other applicable site inspections.

(b) *Access Easement Area and the Utility and Fiber Easement Area*. The Access Easement Area and Utility and Fiber Easement Area, as defined and depicted in the Contract, may need to be modified or relocated in connection with future development of the surrounding properties. Accordingly, the Parties agree that the final form of Easement Agreement (see Contract, Exhibit C) will include provisions clarifying that Sellers, and their respective successors and assigns, will reasonably cooperate with and consent to reasonable requests for the relocation or modification of either easement area to accommodate such future development. Such relocated easements shall provide substantially equivalent access, utility service, capacity, and functionality as provided by the original easement areas. Any costs and expenses associated with such relocation or modification, including the relocation of any improvements, utilities, fiber lines, or other facilities installed within the applicable easement area, and including any required engineering, permitting, construction, restoration, and recording of replacement easements associated therewith, will be borne solely by the subsequent developer of the land underlying or beneath the applicable easement area.

(c) *Temporary Easement Area*. Attached hereto marked Exhibit "H-2" are preliminary design and construction plan documents related to the Temporary Easement Area and the proposed temporary telecommunications facility and equipment necessary to operate the same.

(d) *Compliance with Applicable Laws and Construction Requirements*. Sellers shall comply with all applicable federal and state laws, statutes, ordinances, codes, rules, regulations, permits, and requirements relating to the installation, construction, maintenance, and operation of the facilities. Such requirements shall include, without limitation: (i) all applicable environmental review, permitting, and compliance requirements under the National Environmental Policy Act ("NEPA") and any other applicable federal or state environmental laws and regulations, and (ii) implementation and maintenance of appropriate erosion, sedimentation, and stormwater control measures and other best management practices ("BMPs") relating to land disturbance and construction activities, including measures sufficient to prevent construction materials, sediment, debris, pollutants, or other deleterious substances from entering any state waters, wetlands, or other protected water resources. The Sellers shall be solely responsible for ensuring that the facilities are installed and maintained in compliance with all such requirements.

4. *Ratification*. Except as supplemented hereinabove, the Contract remains unmodified and is hereby ratified and confirmed for all purposes and in all respects.

5. *Counterparts*. This Addendum may be executed in multiple, telecopied counterparts, all of which shall constitute one and the same instrument.

6. *Entire Agreement.* The Contract, as supplemented by this Addendum, constitutes the entire agreement of the parties with respect to the subject matter thereof and fully supersedes any and all prior or contemporaneous written or oral agreements and understandings between the parties pertaining to such subject matter.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Amendment to be executed as of the Amendment Effective Date.

SELLERS:

CELLCO:

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Name: _____
Title _____

GTE:

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Name: _____
Title _____

BUYER:

THE CITY OF MILTON,
a Georgia municipal corporation

By: _____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk

EXHIBIT H-1

TOWER APPROVAL SUPPORT DOCUMENTATION

TOWER LOCATION EASEMENT AREA

(37-page document attached)

EXHIBIT H-2

TOWER APPROVAL SUPPORT DOCUMENTATION

TEMPORARY EASEMENT AREA

(4-page document attached)

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GA 30022

VERIZON_ONE_DRAN_RELO

FUZE PROJECT ID: 17358573

MDG LOCATION ID: 5000970930

SITE ADDRESS (E-911 TBD)

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY
LATITUDE: 34° 05' 31.59" N
LONGITUDE: 84° 16' 06.30" W
TAX/PIN #: 22 544011140234
ZONING: T6

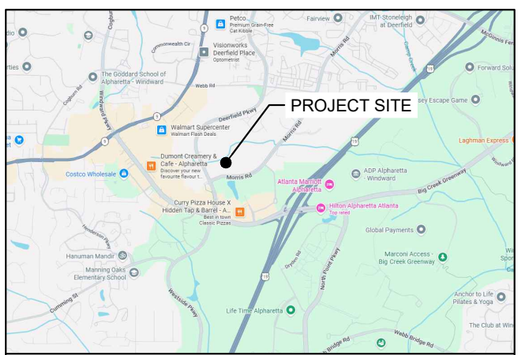
POLICE DEPARTMENT:
13690 HIGHWAY 9, BUILDING B
MILTON, GA 30004
PHONE: (678) 242-2570
ATTN: POLICE ADMINISTRATION

FIRE & RESCUE DEPARTMENT:
2006 HERITAGE WALK
MILTON, GA 30004
PHONE: (678) 242-2541
ATTN: FIRE ADMINISTRATION

BUILDING DEPARTMENT:
2006 HERITAGE WALK
MILTON, GA 30004
PHONE: (678) 242-2547
ATTN: GARY MULLINIX

PLANNING AND ZONING DEPARTMENT:
2006 HERITAGE WALK
MILTON, GA 30004
PHONE: (678) 242-2540
ATTN: ROBYN MACDONALD

PERMIT INFORMATION



VICINITY MAP

JURISDICTION:
CITY OF MILTON, GA

STATE:
GEORGIA

TOWER TYPE:
MONOPINE

TOWER HEIGHT:
115' (120' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
0 EXISTING, 1 PROPOSED

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED GROUND EQUIPMENT

FLOOD INFO:
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 13121C0059F DATED 09/18/13 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER:
VERIZON WIRELESS
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GA 30022
PHONE: (954) 551-6310
ATTN: MARK BAESCH

PROPERTY OWNER:
CELLCO PARTNERSHIP
P.O. BOX 2549
ADDISON, TX 75001

A/E CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: (470) 299-7052
ATTN: TREVOR NEWTON, P.E. (GA)

PROJECT CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
-	SITE SURVEY (SHEET 1 OF 6)
-	SITE SURVEY (SHEET 2 OF 6)
-	SITE SURVEY (SHEET 3 OF 6)
-	SITE SURVEY (SHEET 4 OF 6)
-	SITE SURVEY (SHEET 5 OF 6)
-	SITE SURVEY (SHEET 6 OF 6)
N1	GENERAL NOTES
C0	AERIAL PLAN VIEW
C1	OVERALL SITE PLAN
C2	SITE PLAN
C3	ENCROACHMENT PLAN
C4	EQUIPMENT PAD LAYOUT
C5	EQUIPMENT RACK DETAILS - FRONT
C6	EQUIPMENT RACK DETAILS - REAR
C7	CONCRETE PAD FOUNDATION DETAILS
C8	FENCE, GATE AND COMPOUND DETAILS
C9	GRADING AND EROSION CONTROL PLAN
C10	GROUND AND EROSION CONTROL DETAILS
C11	ACCESS ROAD DETAILS
C12	SITE SIGNAGE DETAILS
C13	SITE SIGNAGE DETAILS
C14	WAVEGUIDE BRIDGE DETAILS
C15	ANTENNA AND TOWER ELEVATION DETAILS
E1	ELECTRICAL NOTES
E2	OVERALL UTILITY ROUTING PLAN
E3	UTILITY ROUTING PLAN
E4	METER RACK DETAILS - FRONT
E4.1	METER RACK DETAILS - REAR
E5	ELECTRICAL SINGLE LINE DIAGRAM
E6	PANEL SCHEDULE
E7	ELECTRICAL DETAILS
E8	GROUNDING NOTES
E9	GROUNDING PLAN
E10	GROUNDING SINGLE LINE DIAGRAM
E11	GROUNDING DETAILS
E12	GROUNDING DETAILS

SHEET INDEX

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

7			
6			
5			
4			
3			
2			
1			
0	08/12/26	CONSTRUCTION	TRN
A	07/16/26	PRELIMINARY	TRN

LICENSER:

GEORGIA REGISTERED
No. PE050297 PROFESSIONAL
TREVOR ROBERT NEWTON
ENGINEER

KHA PROJECT NUMBER:
013509546

DRAWN BY: JW | CHECKED BY: TRN

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

K:\ATL_Wireless\000_Verizon_Sites\Macro New Build\Verizon_One_DRAN_Relo\CAD\GB\GA-GB.dwg ---- 08/12/26 3:54 PM by: Trevor.Newton

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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GENERAL NOTES:

1. This Survey is prepared exclusively to show site conditions and/or for use in support of instruments related to Leases and Easements as may be shown hereon. Any property boundary information shown hereon is a composite of information gathered from current or previous Surveys, Plat & Deed Description and/or Assessor's Tax Maps as may be referenced hereon. This Survey is not a Boundary Survey of any Tax Parcels or Deed Tracts, and does not create, combine, or divide any existing properties.
2. Survey shown hereon was performed under the supervision of a state-registered Land Surveyor and conforms to all applicable State Board Requirements.
3. Instruments Used: One or more of: Topcon Total Station, Topcon Hiperlite Plus GPS, Carlson Surveyor Data Collector, DJI UAV.
4. Where shown, improvements (utilities, buildings, trees, fences, etc.) are based on field Survey and/or aerial mapping.
5. Any Underground Utilities shown according to surface markings made by others, found at time of survey. Additional marked utilities outside the area covered by this survey map may be shown in provided CAD Files. Utility Markings may not be comprehensive, and conditions may change after the time of survey: this survey does not relieve design and construction personnel of the responsibility to determine the locations of underground utilities prior to land disturbance activities. See also 2021 ALTA Standards, page 10, "Note to clients...".
6. This Survey is presented in the format required by Clients. Clients are advised that Official Jurisdictions may require the Survey to be presented in another format with additional notes and certifications. In the event other formats, notes or certifications are requested by applicable jurisdictions, it is the responsibility of the Client to request same be prepared by Surveyor. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
7. This survey may have been reduced or enlarged in size due to subsequent reproduction. This should be taken into consideration when obtaining scaled data.
8. Geographic Coordinates, if published, meet FAA Accuracy Code 1A, and are accurate to within ± 20 feet horizontally and to within ± 3 feet vertically, reference: FAA Order 8260.19K, Section 2-11-3 b.(1).
9. Any Flood Zone information presented hereon is according to current FEMA Flood Map information as may be referenced hereon. No Flood Elevation Survey of Certification performed.
10. This survey is not valid without the original signature seal of a State-Licensed Land Surveyor, and is not complete without the total of sheets as specified in Survey Title Blocks.
11. Unless indicated otherwise by reference to Record Instruments, any Lessee's Leases, Premises or Easements shown hereon are NOT YET OF RECORD and may be subject to change pending review and approval by Carrier, applicable jurisdictions and/or other involved parties.
12. Any Survey Markers placed as required by Standards of Practice and/or Client request represent the Leases and/or Easements as requested or designed by Clients at the time of this survey issue and may not reflect changes to site design which have not been communicated to Surveyor in the form of a Survey revision request. Surveyor shall not be liable for any circumstance arising as a result of revisions to Site Design (which may invalidate existing survey markers) occurring after the date of this Survey issue.

SURVEYOR'S CERTIFICATION

To: Verizon Wireless:
This Survey is a SPECIFIC PURPOSE SURVEY and does not subdivide or create any new Parcels, or make changes to real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board for Professional Engineers and Land Surveyors as set forth in O.C.G.A Section 15-6-67.

GEORGIA REGISTERED No. LS003508 PROFESSIONAL LAND SURVEYOR TRAVIS LAMAR SHIELDS
04/23/26

Travis L. Shields
Georgia RLS No. LS003508
Georgia COA No. LSF001190

PROPOSED TOWER LOCATION DATA

Latitude:	NORTH:	34.092109°	34° 05' 31.59"
Longitude:	WEST:	84.268417°	84° 16' 06.30"
Ground Elev:	1057.2	FEET AMSL	(NAVD88)
Benchmark:	DM7831 GABN CORS ARP		

PARENT TAX PARCEL

CELLCO PARTNERSHIP
TAX PARCEL: 22 544011140234

NORTH ORIENTATION

GEORGIA WEST STATE PLANE COORDINATE SYSTEM
Based on GPS Survey relative to NGS CORS Network, NAD83 (2011)
ELEVATION DATUM: NAVD88, GEOID 12B
DATE OF SURVEY: 04-13-2026

Method: RTK (CORS); Confidence Level: 95%
Positional Accuracy: HZ ± 0.10'
EPOCH 2010.0000
Convergence: -0.05703361°; Combined Scale Factor: 0.99985520

FLOOD DATA

FEMA FLOOD MAP PANEL: 13121C0059F, Effective Date: 09-18-2013
Surveyed Area appears to lie within: ZONE X (Areas of Minimal Flood Hazard) & ZONE X (Areas subject to 0.2% Annual Chance Flood Hazard)

TITLE EXAMINATION:

Not available

ADDITIONAL NOTES

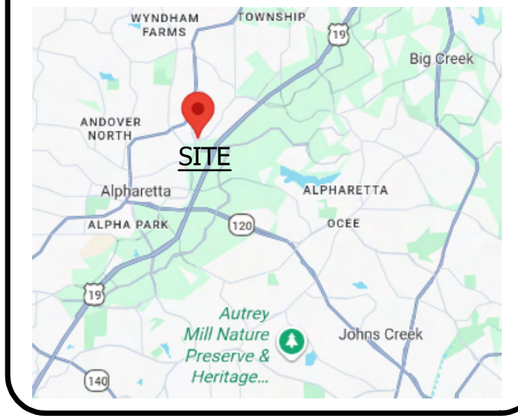
REFERENCE SURVEY: ALTA/NSPS SURVEY BY BOUNDARY ZONE, INC. DATED 02-08-2023. THIS SURVEY IS A COMPOSITE OF CURRENT FIELD SURVEY AND MATERIAL FROM SAID ALTA SURVEY AS FIELD-VERIFIED IN CURRENT FIELD SURVEY.

SURVEY ISSUE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	04-23-2026	NB	TLS

LOCATION MAP

NOT TO SCALE



SURVEY MAP LEGEND

- IRON ROD FOUND
- LIGHT POLE
- STORM JUNCTION BOX
- CATCH BASIN
- SITE BENCHMARK
- PROPOSED TOWER LOCATION

R/W	RIGHT-OF-WAY
C/L	CENTER LINE
AUF	ACCESS & UTILITY
ESMT	EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
Sq Ft	SQUARE FEET

- PAVEMENT EDGE
- CURB LINE
- CHAINLINK FENCE
- DITCH
- 5' CONTOURS
- 1' CONTOURS
- STM — STORMWATER PIPE
- UGE — MARKED UG ELECTRICAL
- UGT — MARKED UG TELECOM
- WTR — MARKED WATER LINE
- FMS — FORCE MAIN SEWER LINE
- RW — PUBLIC R/W
- TAX PARCEL BOUNDARY
- TIE LINE
- PREMISES
- ACCESS/UTIL EASEMENTS

THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 5000970930
1 Verizon Place, Milton, GA 30004
2nd District, 2nd Section
Fulton County, Georgia

COVER SHEET

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET 1

130

PROPERTY INFORMATION

PARENT TAX PARCEL

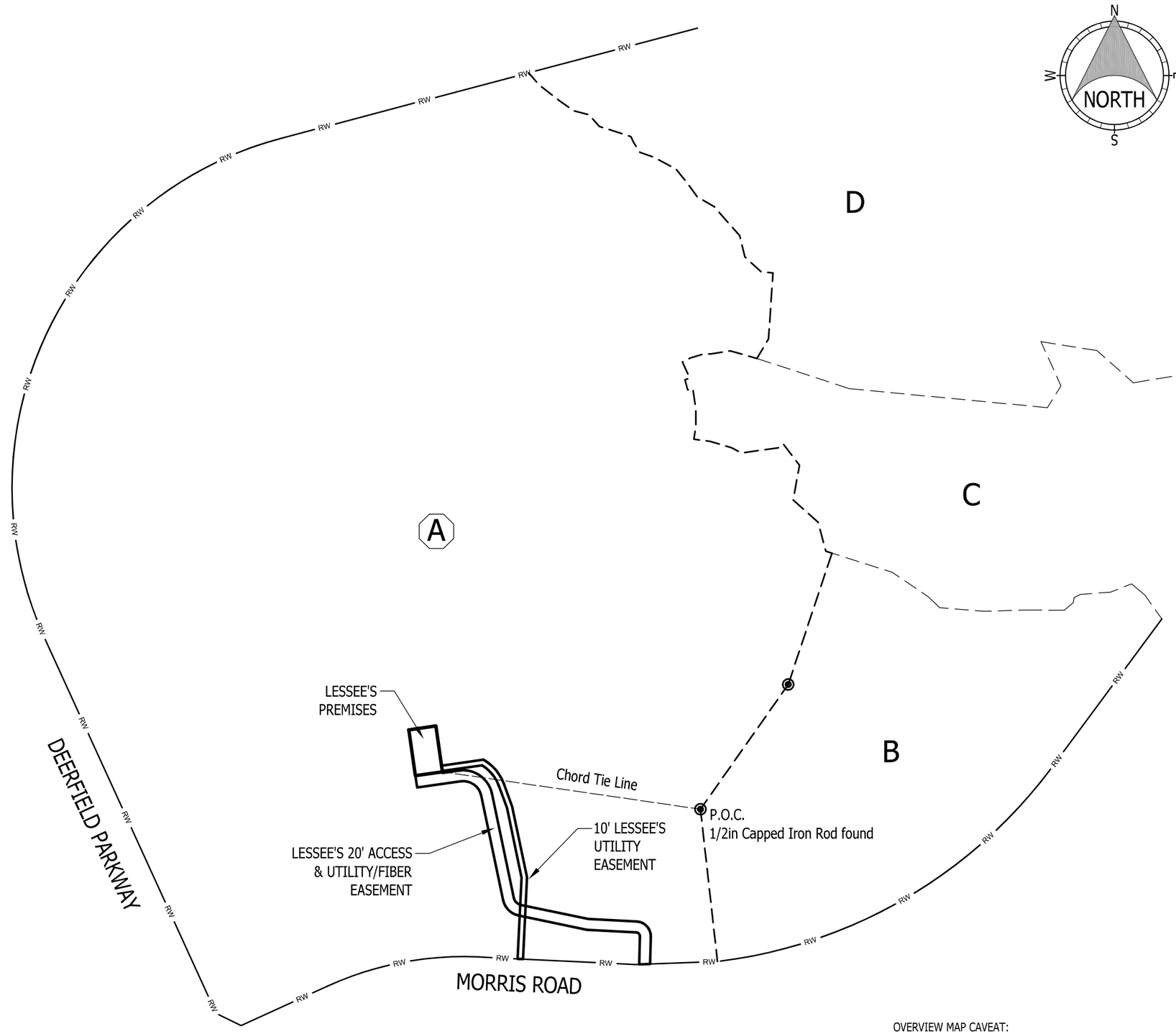
A. CELLCO PARTNERSHIP
TAX PARCEL: 22 544011140234
DEED BOOK 50153, PAGE 46

ADJOINING TAX PARCELS

B. VERIZON WIRELESS
TAX PARCEL: 22 544011150290
DEED NOT LISTED

C. DEERFIELD MASTER ASSOCIATION, INC
TAX PARCEL: 22 544011150282
DEED BOOK 43067, PAGE 694

D. YULIYA NOVIKOVA
TAX PARCEL: 22 544011150712
DEED BOOK 62176, PAGE 500
PLAT BOOK 374, PAGE 134-139



RW PUBLIC R/W
VESTING LAND
ADJOINING TAX PARCEL
TIE LINE
LESSEE'S PREMISES
LESSEE'S EASEMENT(S)

APPROX SCALE: 1in = 200'

0 200' 400' 600'

OVERVIEW MAP CAVEAT:
OVERVIEW MAP IS NOT A SURVEY BUT A VICINITY / LOCATION MAP INTENDED ONLY TO SHOW SURVEYED PROPERTY IN RELATION TO SURROUNDING AREA. VESTING AND ADJOINING PARCEL BOUNDARIES ARE NOT INCLUDED IN OR CERTIFIED BY THIS SURVEY. BOUNDARY LINES ARE A COMPOSITE OF DEED, PLAT AND/OR TAX MAP INFORMATION
SEE SURVEY MAP FOR ALL MATTERS RELATED TO SITE SURVEY

THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

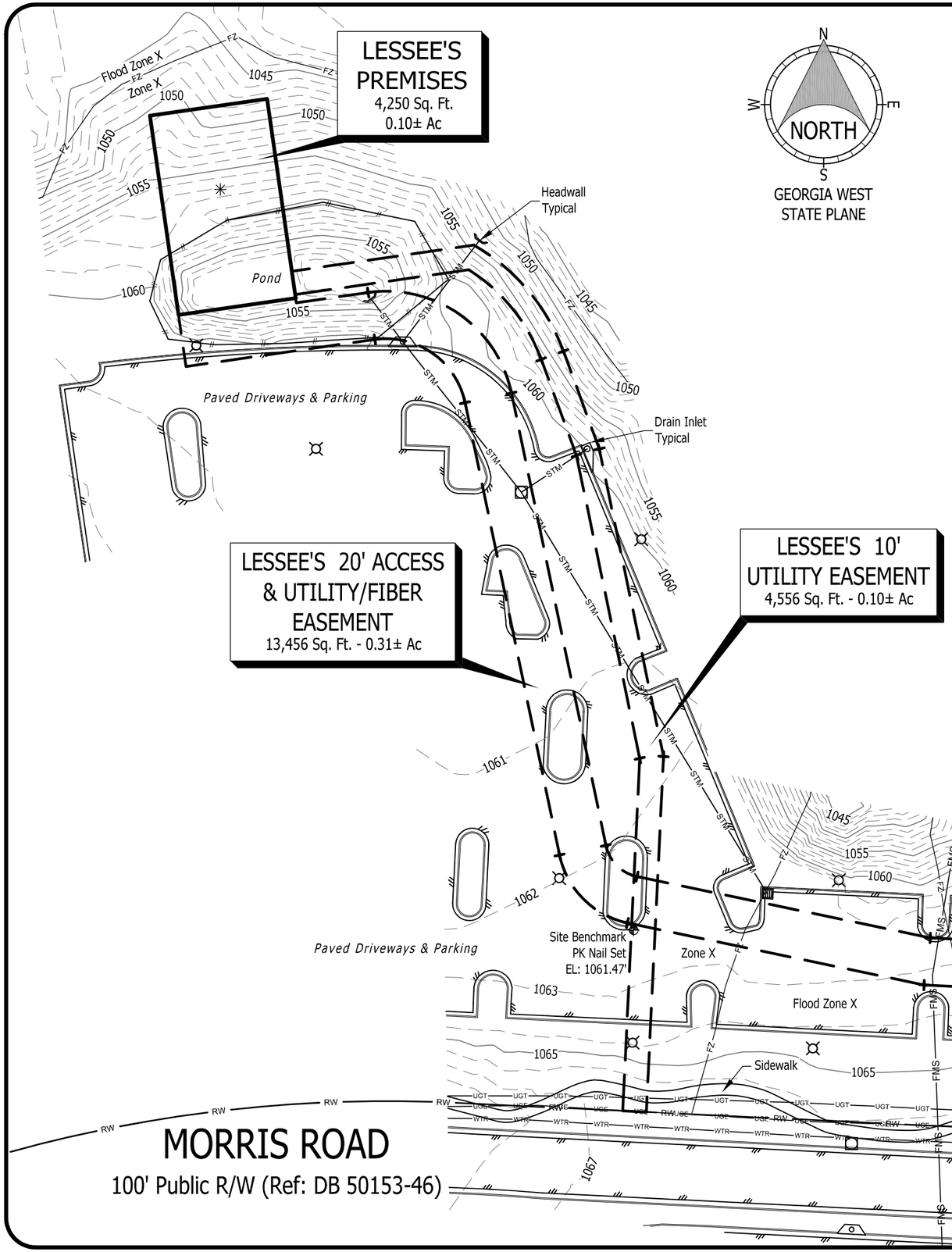
SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 5000970930
1 Verizon Place, Milton, GA 30004
2nd District, 2nd Section
Fulton County, Georgia

OVERVIEW MAP

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET 2



THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 50009709300

1 Verizon Place, Milton, GA 30004

2nd District, 2nd Section
Fulton County, Georgia

GEORGIA
REGISTERED
No. LS003508
PROFESSIONAL
04/23/26
LAND SURVEYOR
TRAVIS LAMAR SHIELDS

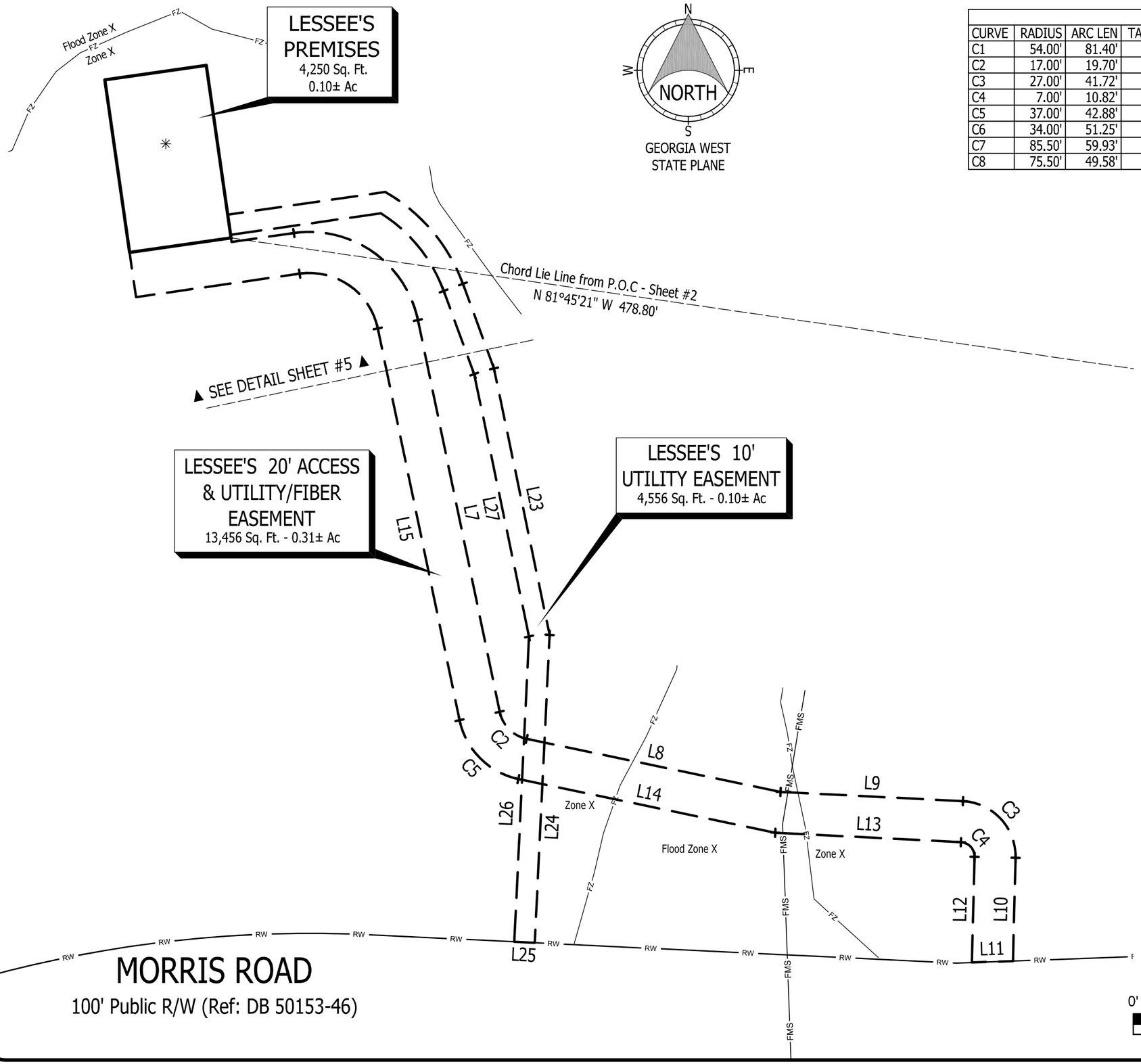
SCALE: 1in = 50'

0' 50' 100' 150'

SITE SURVEY

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET 3



CURVE DATA TABLE						
CURVE	RADIUS	ARC LEN	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	54.00'	81.40'	50.68'	86°22'08"	S 54°59'05" E	73.91'
C2	17.00'	19.70'	11.12'	66°23'45"	S 44°59'54" E	18.62'
C3	27.00'	41.72'	26.32'	88°32'03"	S 42°49'30" E	37.69'
C4	7.00'	10.82'	6.82'	88°32'03"	N 42°49'30" W	9.77'
C5	37.00'	42.88'	24.21'	66°23'45"	N 44°59'54" W	40.52'
C6	34.00'	51.25'	31.91'	86°22'08"	N 54°59'05" W	46.54'
C7	85.50'	59.93'	31.25'	40°09'30"	S 40°13'35" E	58.71'
C8	75.50'	49.58'	25.72'	37°37'35"	N 38°57'38" W	48.70'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S 81°49'51" W	50.00'
L2	N 08°08'42" W	85.00'
L3	N 81°49'51" E	50.00'
L4	S 08°08'42" E	85.00'
L5	S 08°10'09" E	2.00'
L6	N 81°49'51" E	30.64'
L7	S 11°48'01" E	195.20'
L8	S 78°11'46" E	126.50'
L9	S 87°05'31" E	89.10'
L10	S 01°26'32" W	50.32'
L11	S 87°55'58" W	20.04'
L12	N 01°26'32" E	51.54'
L13	N 87°05'31" W	90.66'
L14	N 78°11'46" W	128.05'
L15	N 11°48'01" W	195.20'
L16	S 81°49'51" W	80.61'
L17	N 08°15'46" W	22.00'
L18	N 81°49'51" E	50.00'
L19	N 08°03'52" W	1.50'
L20	N 08°10'09" W	10.00'
L21	N 81°49'51" E	77.64'
L22	S 20°08'50" E	43.93'
L23	S 11°48'01" E	132.72'
L24	S 02°45'29" W	150.33'
L25	N 87°14'31" W	10.00'
L26	N 02°45'29" E	149.05'
L27	N 11°48'01" W	130.71'
L28	N 20°08'50" W	43.20'
L29	S 81°49'51" W	74.09'

GEORGIA
REGISTERED
No. LS003508
PROFESSIONAL
04/23/26
LAND SURVEYOR
TRAVIS LAMAR SHIELDS

SCALE: 1in = 50'

0' 50' 100' 150'

THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 50009709300

1 Verizon Place, Milton, GA 30004

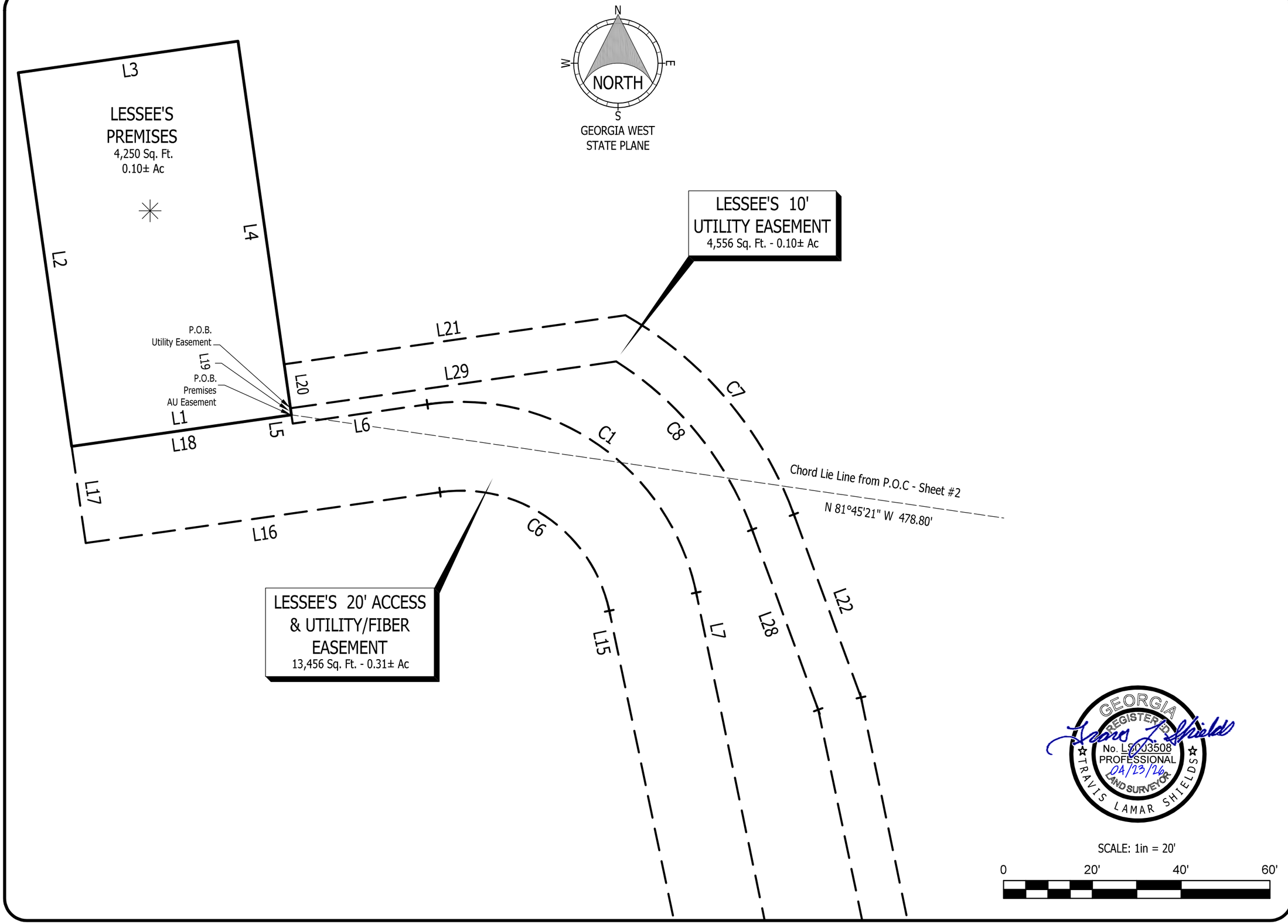
2nd District, 2nd Section
Fulton County, Georgia

LESSEE'S BOUNDARIES

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET 4

133



SCALE: 1in = 20'

0 20' 40' 60'

THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 5000970930

1 Verizon Place, Milton, GA 30004

2nd District, 2nd Section
Fulton County, Georgia

GEORGIA
REGISTERED
No. LS003508
PROFESSIONAL
04/23/26
LAND SURVEYOR
TRAVIS LAMAR SHIELDS

DETAIL

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET
5

LESSEE'S PREMISES

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 81°49'51" W, a distance of 50.00 feet;
Thence N 08°08'42" W, a distance of 85.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet;
Thence S 08°08'42" E, a distance of 85.00 feet to the POINT OF BEGINNING.

Said Premises contains 0.10 Acres (4,250 Square Feet), more or less.

LESSEE'S 10' UTILITY EASEMENT

LESSEE'S 10' UTILITY EASEMENT
All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet;
Thence N 08°03'52" W, a distance of 1.50 feet to the POINT OF BEGINNING;

Thence N 08°10'09" W, a distance of 10.00 feet;
Thence N 81°49'51" E, a distance of 77.64 feet;
Thence with a curve to the right with an arc length of 59.93 feet, with a radius of 85.50 feet, with a chord bearing of S 40°13'35" E, with a chord length of 58.71 feet;
Thence S 20°08'50" E, a distance of 43.93 feet;
Thence S 11°48'01" E, a distance of 132.72 feet;
Thence S 02°45'29" W, a distance of 150.33 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence N 87°14'31" W, along said Right-of-Way Line, a distance of 10.00 feet;
Thence N 02°45'29" E, leaving said Right-of-Way Line, a distance of 149.05 feet;
Thence N 11°48'01" W, a distance of 130.71 feet;
Thence N 20°08'50" W, a distance of 43.20 feet;
Thence with a curve to the left with an arc length of 49.58 feet, with a radius of 75.50 feet, with a chord bearing of N 38°57'38" W, with a chord length of 48.70 feet;
Thence S 81°49'51" W, a distance of 74.09 feet to the POINT OF BEGINNING.

Said Easement contains 0.10 Acres (4,556 Square Feet), more or less.

LESSEE'S 15' ACCESS & UTILITY/FIBER EASEMENT

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 08°10'09" E, a distance of 2.00 feet;
Thence N 81°49'51" E, a distance of 30.64 feet;
Thence with a curve to the right with an arc length of 81.40 feet, with a radius of 54.00 feet, with a chord bearing of S 54°59'05" E, with a chord length of 73.91 feet;
Thence S 11°48'01" E, a distance of 195.20 feet;
Thence with a curve to the left with an arc length of 19.70 feet, with a radius of 17.00 feet, with a chord bearing of S 44°59'54" E, with a chord length of 18.62 feet;
Thence S 78°11'46" E, a distance of 126.50 feet;
Thence S 87°05'31" E, a distance of 89.10 feet;
Thence with a curve to the right with an arc length of 41.72 feet, with a radius of 27.00 feet, with a chord bearing of S 42°49'30" E, with a chord length of 37.69 feet;
Thence S 01°26'32" W, a distance of 50.32 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence S 87°55'58" W, along said Right-of-Way Line, a distance of 20.04 feet;
Thence N 01°26'32" E, leaving said Right-of-Way Line, a distance of 51.54 feet;
Thence with a curve to the left with an arc length of 10.82 feet, with a radius of 7.00 feet, with a chord bearing of N 42°49'30" W, with a chord length of 9.77 feet;
Thence N 87°05'31" W, a distance of 90.66 feet;
Thence N 78°11'46" W, a distance of 128.05 feet;
Thence with a curve to the right with an arc length of 42.88 feet, with a radius of 37.00 feet, with a chord bearing of N 44°59'54" W, with a chord length of 40.52 feet;
Thence N 11°48'01" W, a distance of 195.20 feet;
Thence with a curve to the left with an arc length of 51.25 feet, with a radius of 34.00 feet, with a chord bearing of N 54°59'05" W, with a chord length of 46.54 feet;
Thence S 81°49'51" W, a distance of 80.61 feet;
Thence N 08°15'46" W, a distance of 22.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.31 Acres (13,456 Square Feet), more or less.

GEORGIA REGISTERED No. LS003508 PROFESSIONAL LAND SURVEYOR TRAVIS LAMAR SHIELDS
04/23/26

THE LAND CONSULTANTS LLC
2820 15TH AVE SW
HUNTSVILLE, AL 35805
423·304·6722
GEORGIA COA NO. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
VERIZON ONE DRAN_RELO

MDG Id: 5000970930
1 Verizon Place, Milton, GA 30004
2nd District, 2nd Section
Fulton County, Georgia

DESCRIPTIONS

DWG#: 26128
ISSUE #: 0
ISSUE DATE: 04-23-2026
SEE SHEET #1

SHEET 6

1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.

1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.

1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "GEORGIA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 282-7411 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.

2.00 EQUIPMENT FOUNDATION NOTES

2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.

2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON.

2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.

2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE VERIZON WIRELESS PROJECT MANAGER.

2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".

2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN POLYPROPYLENE FIBRILLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.

2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 650 MACRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS/YD^3 AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM

2.09 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.

2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH ¾" x 45° CHAMFER, UNLESS OTHERWISE NOTED.

2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER.

2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.

2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±⅛" IN 10'.

2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.

2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

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0	08/12/26	CONSTRUCTION	TRN
A	07/16/26	PRELIMINARY	TRN

LICENSER:

GEORGIA REGISTERED
No. PE050297
PROFESSIONAL
ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

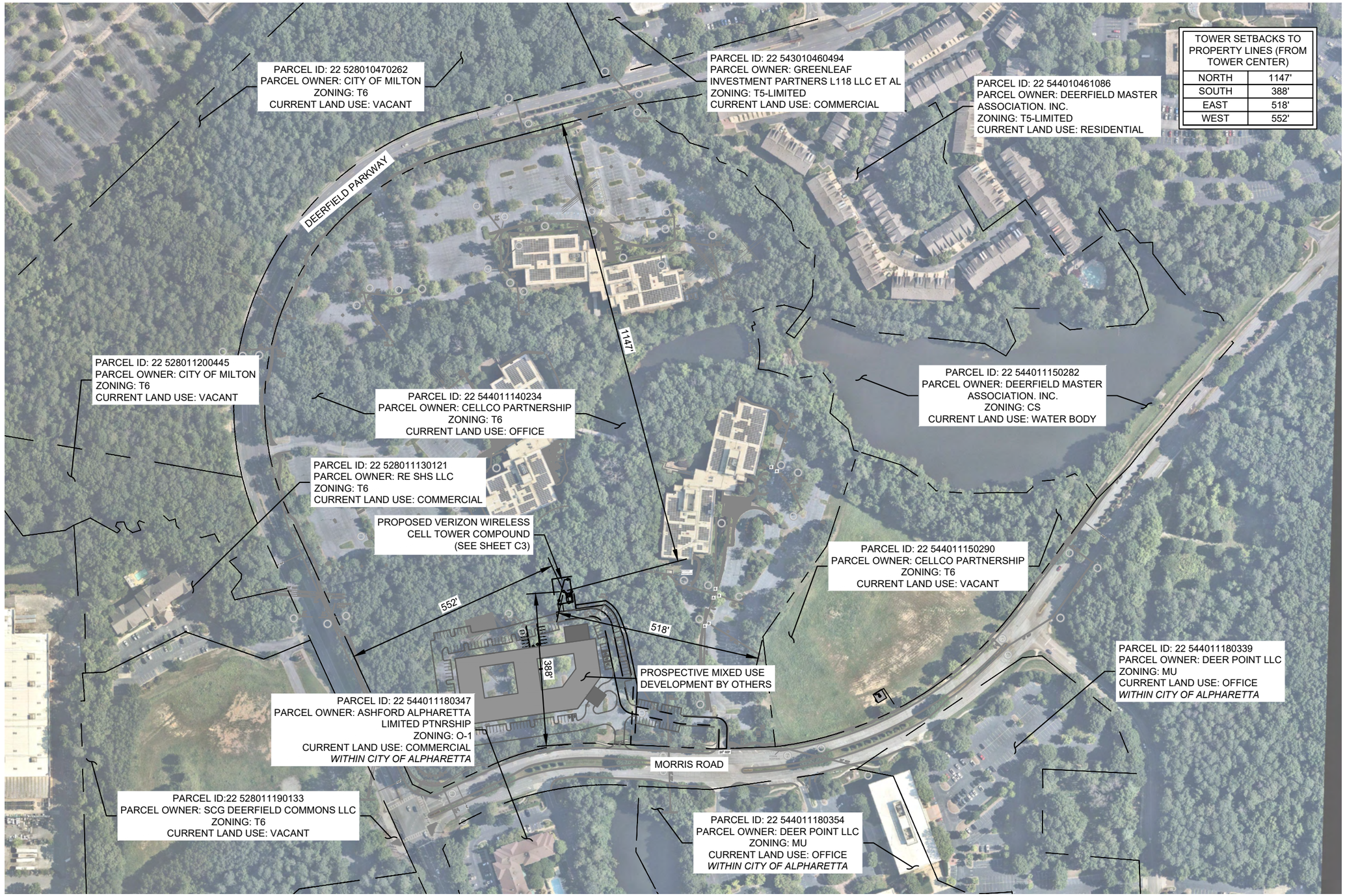
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GENERAL NOTES

SHEET NUMBER:
N1

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TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	1147'
SOUTH	388'
EAST	518'
WEST	552'

NOTE:
1. INFORMATION SHOWN ABOVE WAS REPRODUCED FROM FULTON COUNTY GIS APPLICATIONS, A SURVEY PRODUCED BY BOUNDARY ZONE, INC. DATED 02/08/23, A SURVEY PRODUCED BY THE LAND CONSULTANTS, LLC. DATED 04/23/26 AND NEARMAP. IT IS PROVIDED HERE FOR ILLUSTRATIVE PURPOSES ONLY.

1 / C0 AERIAL PLAN VIEW

SCALE: 1" = 250'

NORTH

0 125 250 500

GRAPHIC SCALE: 1" = 250'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

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0	08/12/26	CONSTRUCTION	TRN
A	07/16/26	PRELIMINARY	TRN

LICENSER:

GEORGIA REGISTERED
No. PE050297
PROFESSIONAL
ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY: JW | CHECKED BY: TRN

SHEET TITLE:
AERIAL PLAN VIEW

SHEET NUMBER:
C0

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NOTE:
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1/C1 OVERALL SITE PLAN

SCALE: 1" = 60'

NORTH

0 30 60 120

GRAPHIC SCALE: 1" = 60'

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verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: | DATE: | ISSUED FOR: | BY:

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0	08/12/26	CONSTRUCTION	TRN
A	07/16/26	PRELIMINARY	TRN

LICENSER:

GEORGIA REGISTERED No. PE050297 PROFESSIONAL ENGINEER TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

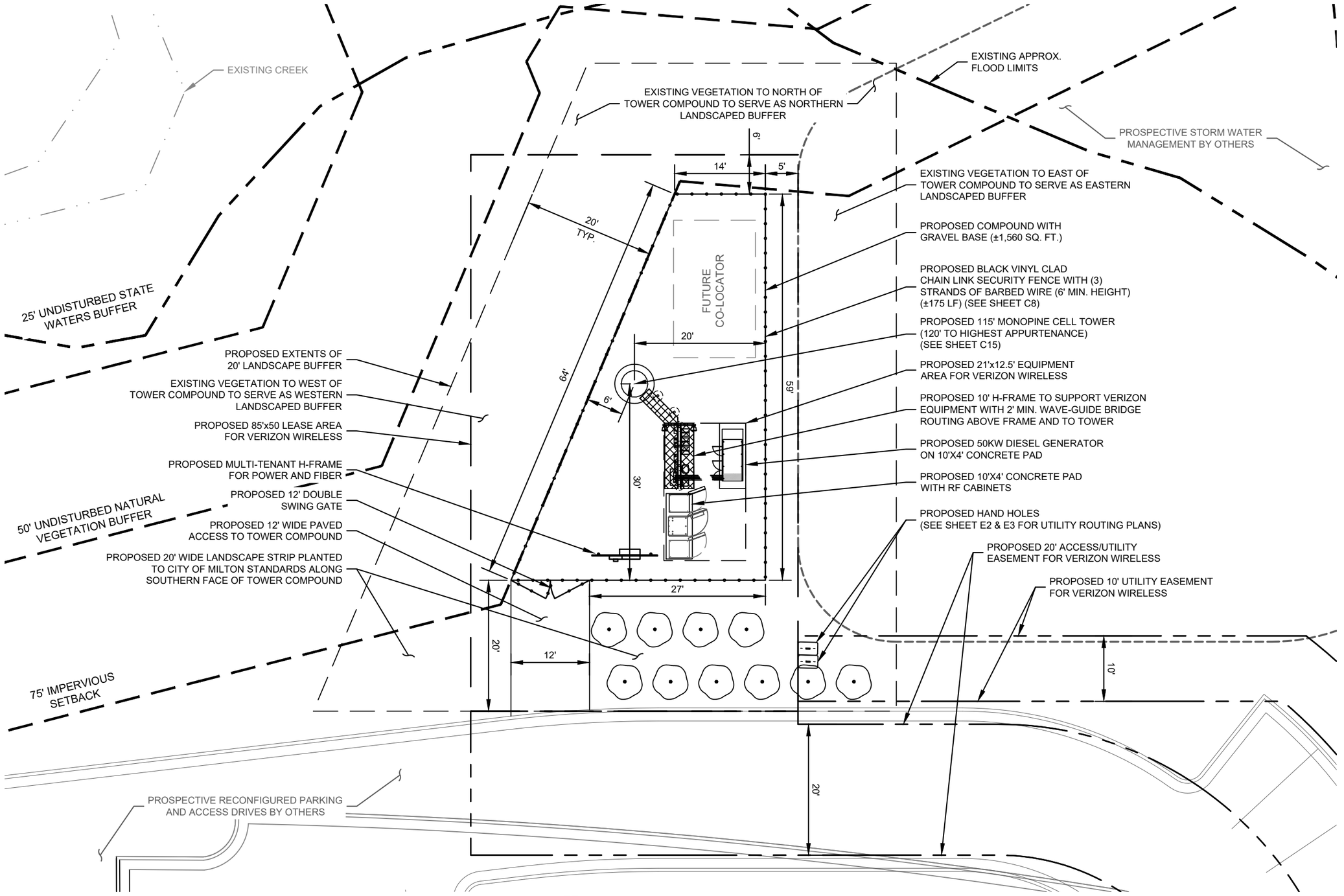
DRAWN BY:	CHECKED BY:
JW	TRN

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1

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NOTE:
1. INFORMATION SHOWN ABOVE WAS REPRODUCED FROM FULTON COUNTY GIS APPLICATIONS, A SURVEY PRODUCED BY BOUNDARY ZONE, INC. DATED 02/08/23, A SURVEY PRODUCED BY THE LAND CONSULTANTS, LLC. DATED 04/23/26 AND NEARMAP. IT IS PROVIDED HERE FOR ILLUSTRATIVE PURPOSES ONLY.

1/C2 SITE PLAN

SCALE: 1" = 15'

NORTH

0 7.5 15 30

GRAPHIC SCALE: 1" = 15'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn

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ALPHARETTA, GA 30009
PHONE: 770-619-4280
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LICENSER:

GEORGIA REGISTERED
No. PE050297
PROFESSIONAL
ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY: JW | CHECKED BY: TRN

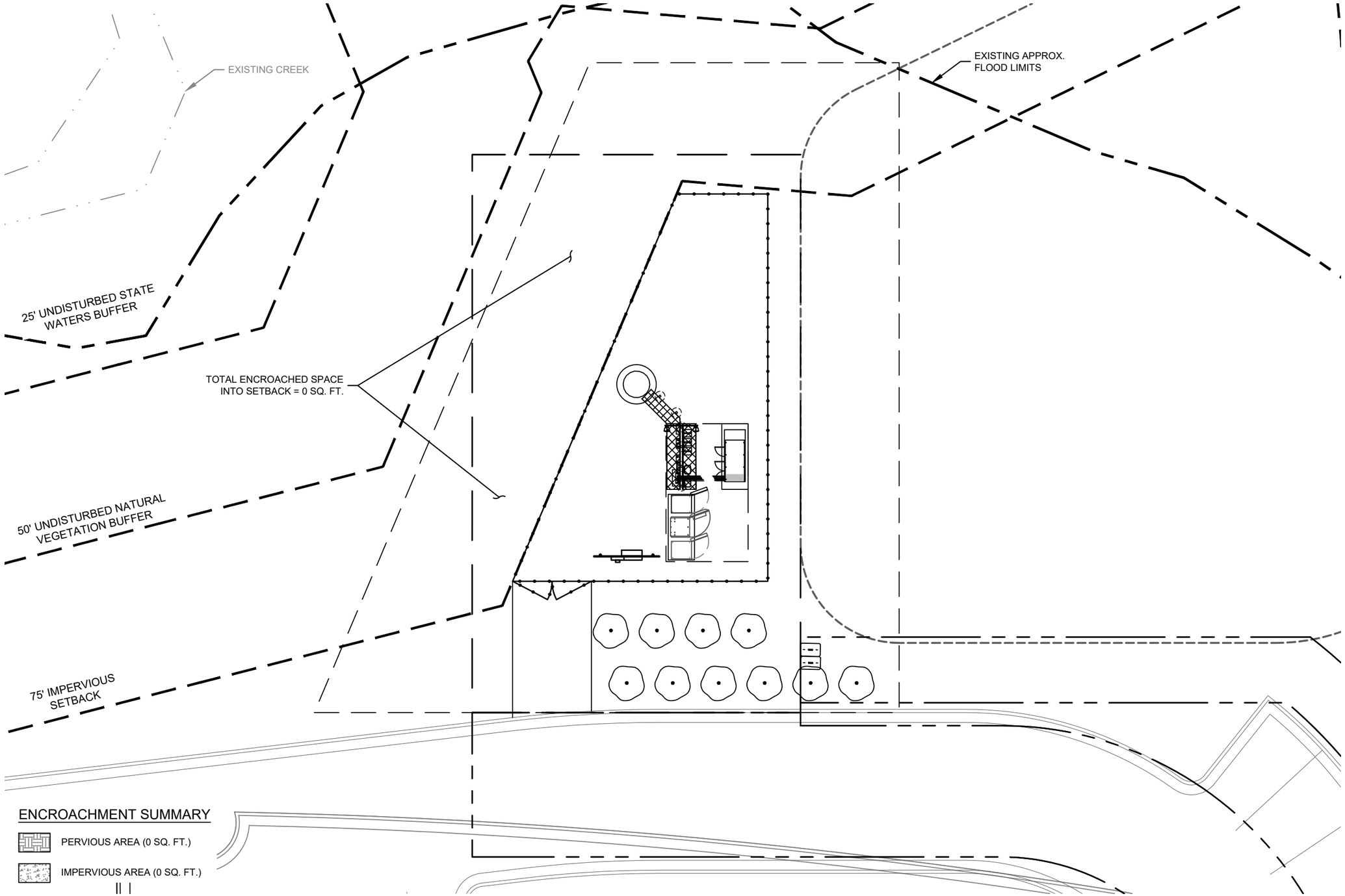
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C2

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NOTE:
1. INFORMATION SHOWN ABOVE WAS REPRODUCED FROM FULTON COUNTY GIS APPLICATIONS, A SURVEY PRODUCED BY BOUNDARY ZONE, INC. DATED 02/08/23, A SURVEY PRODUCED BY THE LAND CONSULTANTS, LLC. DATED 04/23/26 AND NEARMAP. IT IS PROVIDED HERE FOR ILLUSTRATIVE PURPOSES ONLY.

1 / C3 ENCROACHMENT PLAN

SCALE: 1" = 15'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn

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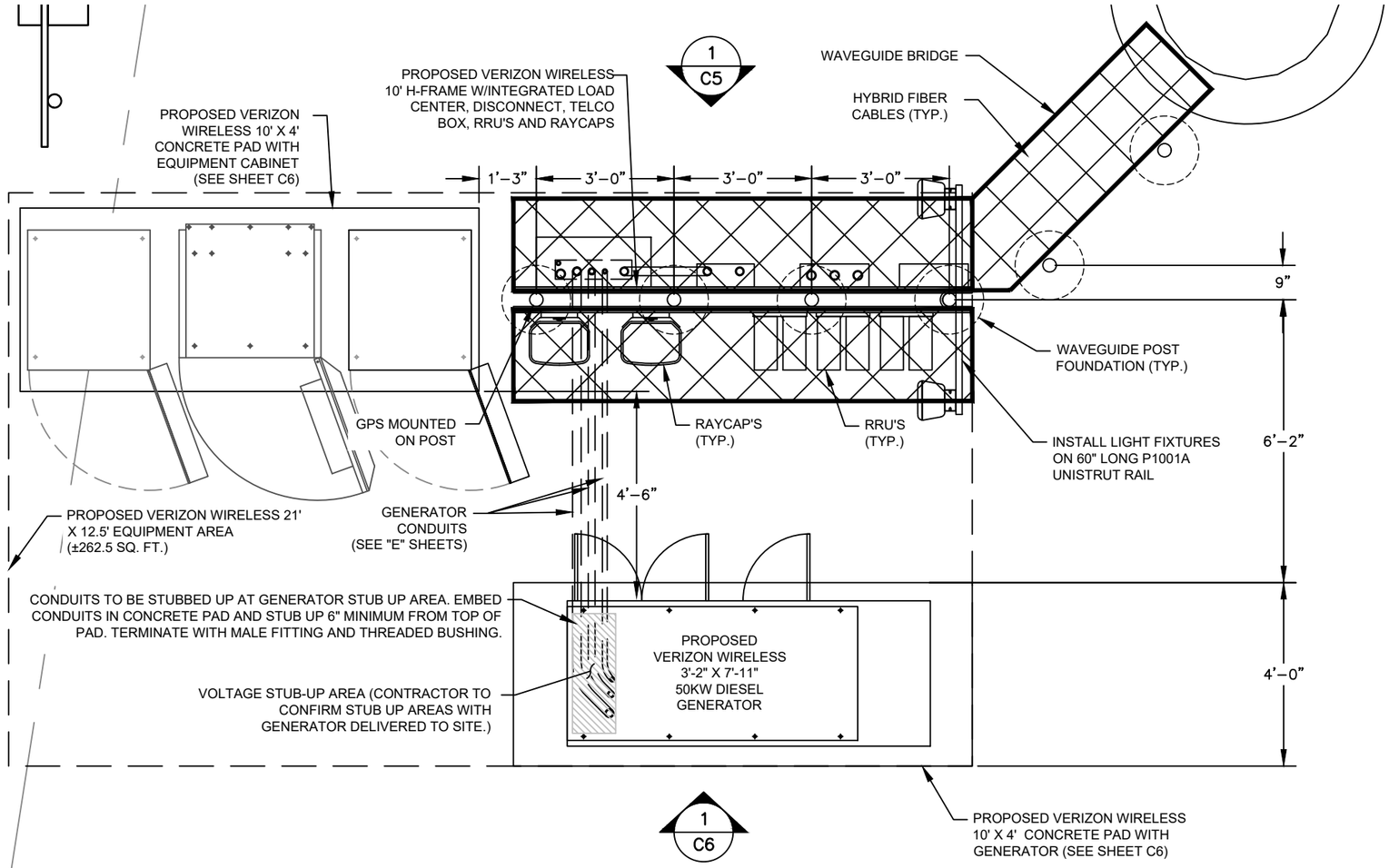
SHEET TITLE:
ENCROACHMENT PLAN

SHEET NUMBER:
C3

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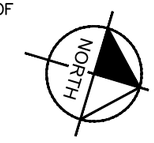


1/C4 EQUIPMENT PAD LAYOUT

SCALE: 1" = 3'

EQUIPMENT PAD/ROUTING NOTES:

1. REFER TO THE SITE PLAN FOR EQUIPMENT PAD LOCATION AND ORIENTATION.
2. RUN 2" FLEX TELCO CONDUIT FROM BOTTOM OF TELCO BOX TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
3. RUN 2" FLEX POWER CONDUIT AND 1" FLEX ALARM CONDUIT FROM BOTTOM OF ILC TO SIDE OF RF CABINET WITH CHASE NIPPLES THROUGH FACTORY KNOCKOUTS.
4. RUN 2" FLEX FIBER CONDUIT FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
5. RUN (1) 1½" FLEX POWER CONDUIT FOR EVERY (6) RRU CIRCUITS FROM BOTTOM OF OVP TO SIDE OF RF CABINET WITH CHASE NIPPLE THROUGH FACTORY KNOCKOUT.
6. SUPPORT FLEX CONDUIT ON HORIZONTAL H-FRAME RAILS OR ON VERTICAL SITE STRUT SNT10 RAILS ADDED TO H-FRAME FOR CONDUIT/CABLE MANAGEMENT.
7. RUN HYBRID CABLE FOR TOWER MOUNTED RRU'S OVERHEAD ON TRAPEZE SUSPENDED FROM WAVE GUIDE BRIDGE. SWEEP DOWN ONTO H-FRAME RAILS, THEN LOOP UNDER OVP AND CONNECT TO BOTTOM OF OVP. ATTACH GROUND KITS TO HYBRID CABLE BEFORE LOOPING UNDER OVP, AND BOND TO TDSGA GROUND BAR AT BASE OF H-FRAME.
8. RUN COAX CABLE FOR GROUND MOUNTED RRU'S (IF USED) OVERHEAD ON TRAPEZE SUSPENDED FROM WAVE GUIDE BRIDGE. TERMINATE COAX ON ICE BRIDGE AND TRANSITION TO JUMPERS JUST BEFORE REACHING H-FRAME. ATTACH GROUND KITS TO COAX CABLE ON TOWER SIDE OF LAST ICE BRIDGE POST AND BOND TO TDSGA GROUND BAR NEAR TOP OF POST.
9. GPS ANTENNA TO BE MOUNTED TO STANDARD HEIGHT POST WITH EXTENDED MOUNTING PIPE, USING COMMSCOPE GPS-U MOUNTING KIT. MOUNT AS NEAR AS AS PRACTICAL TO RBA84 CABINET.
10. BOLT CABINETS AND GENERATOR TO SLAB USING FASTENERS SPECIFIED BY EQUIPMENT MANUFACTURER IN FACTORY PROVIDED MOUNTING HOLES.



0 1.5 3 6

GRAPHIC SCALE: 1" = 3'

verizon
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TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
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DRAWN BY: JW CHECKED BY: TRN

SHEET TITLE:
EQUIPMENT PAD LAYOUT

SHEET NUMBER:
C4

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KEY NOTES - CONDUIT, CONDUCTORS, & MISC

(A) GALVANIZED RIGID STEEL CAP, TYPICAL.

(B) ICE BRIDGE, SEE CIVIL SHEETS FOR ADDITIONAL DETAILS.

(C) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.

(D) 1⅝" X 1⅝" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.

(E) 1" RGS CONDUIT FOR ROUTING POWER CONDUCTORS TO LIGHTS/DUPLEX OUTLET.

(F) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTOR (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.

(G) 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(H) 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(J) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(K) (1) 2" PVC CONDUIT FOR LIT FIBER AND (1) 2" PVC CONDUIT FOR DARK FIBER. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(L) 2" RGS CONDUIT FOR TELCO CABLES TO RF CABINET. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.

(M) TWO (2) 2" RGS CONDUIT FOR ROUTING POWER CONDUCTORS TO RF CABINET. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.

(N) 1" RGS CONDUIT FROM INTEGRATED LOAD CENTER (ILC) TO RF CABINET FOR ALARM SIGNAL CABLE. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.

(P) ¾" PVC CONDUIT WITH ONE (1) – #2 AWG BARE TINNED COPPER GROUND LEAD FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(Q) 1" RGS CONDUIT FOR ROUTING POWER CONDUCTORS TO AREA LIGHTS.

(R) GROUND RING (SEE "E" SHEETS).

(S) GROUND ROD, EXOTHERMIC WELD TO GROUND RING (SEE "E" SHEETS).

(T) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 650.

(U) WB-K210-B15 HORSEHEAD SUPPORT BRACKET (SEE "WAVEGUIDE BRIDGE DETAILS" SHEET). THRU BOLTS REQUIRED FOR ATTACHMENT IN LIEU OF FACTORY PROVIDED U-BOLTS.

(V) INSTALL LIGHT FIXTURES ON 60" LONG P1001A UNISTRUT RAIL (SEE "EQUIPMENT PAD LAYOUT" SHEET). ATTACH P1001A TO H-FRAME POST USING TWO (2) UB3 UNISTRUT CLAMPS. LIGHTS TO BE INSTALLED 7'-6" ABOVE GRADE.

(W) 1" RGS CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.

(X) 2" PVC CONDUIT FOR ROUTING FEEDERS TO THE METER. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(Y) ½" PVC CONDUIT WITH ONE (1) – #2 AWG BARE TINNED COPPER GROUND LEAD TO EQUIPMENT GROUND RING. CAD-WELD. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

KEY NOTES - ELECTRICAL EQUIPMENT

(1) NEMA 3R ENCLOSURE TELCO BOX WITH HINGED FRONT PANEL, PVC, (24" X 24" X 12" NOMINAL).

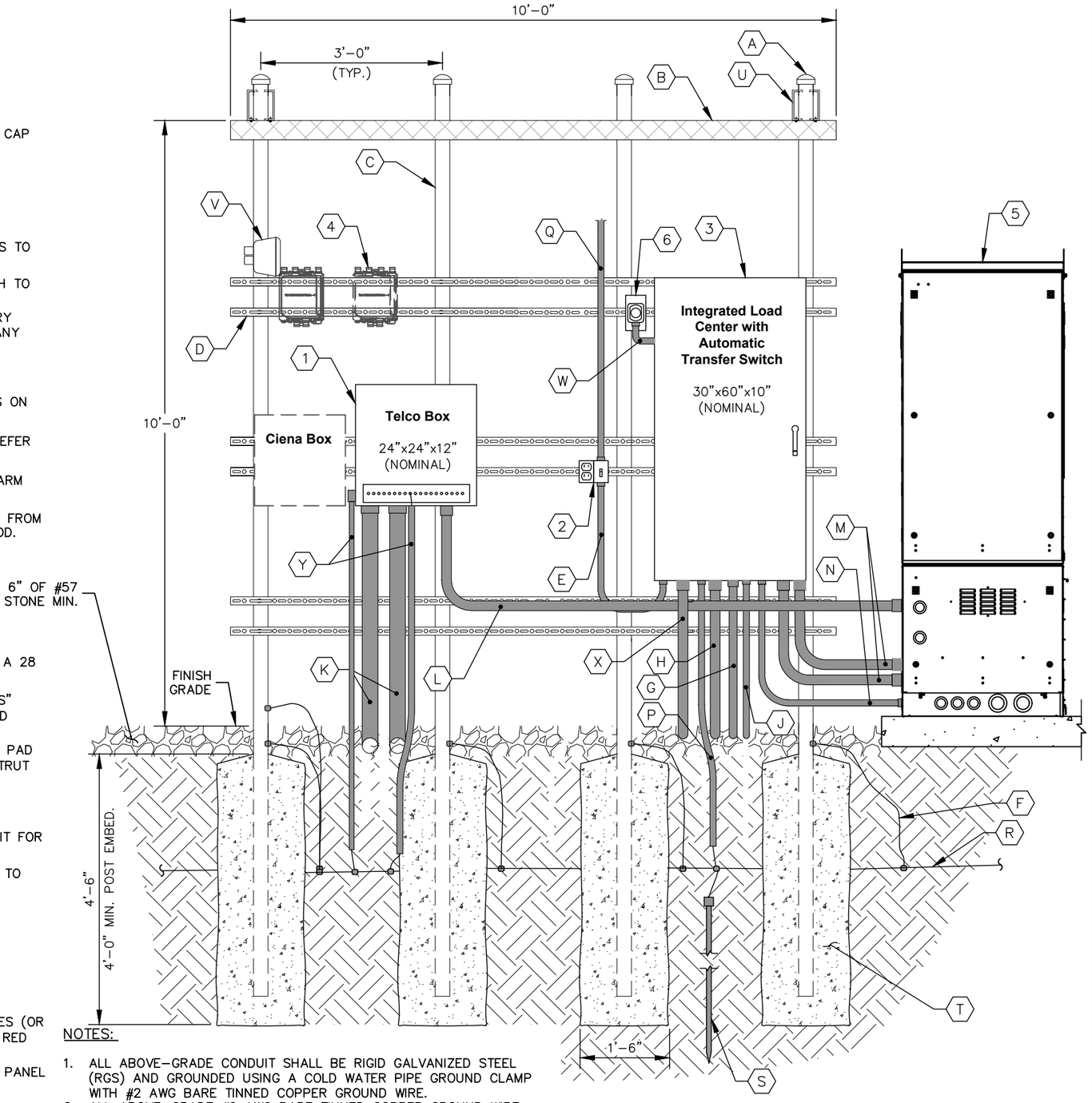
(2) 20 AMP GFCI DUPLEX RECEPTACLE AND TOGGLE SWITCH, ENERLITES HET06 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE, 2 GANG BOX WITH RED DOT 2CKPM-W COVER.

(3) 200 AMP, 120/240 VOLT, SE RATED INTEGRATED LOAD CENTER WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH (30" X 60" X 10" NOMINAL).

(4) DIPLEXERS "AS NEEDED".

(5) VERIZON RF CABINET-REAR VIEW.

(6) EMERGENCY SHUTOFF SWITCH FOR GENERATOR MOUNTED ON 4' X 7' GALVANIZED J-BOX COVER PLATE.



NOTES:

1. ALL ABOVE-GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND GROUNDED USING A COLD WATER PIPE GROUND CLAMP WITH #2 AWG BARE TINNED COPPER GROUND WIRE.
2. ALL ABOVE-GRADE #2 AWG BARE TINNED COPPER GROUND WIRE SHALL BE ENCLOSED IN A MINIMUM 1/2" EMT CONDUIT AND CRIMPED EVERY 4" TO 6".
3. FOR CLARITY PURPOSES, THE FRONT ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE FRONT SIDE. SEE REAR SHEET FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE REAR SIDE OF THE "H" FRAME.

1 / C5 EQUIPMENT RACK DETAILS - FRONT

NOT TO SCALE

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
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MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

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TREVOR ROBERT NEWTON
ENGINEER

KHA PROJECT NUMBER:
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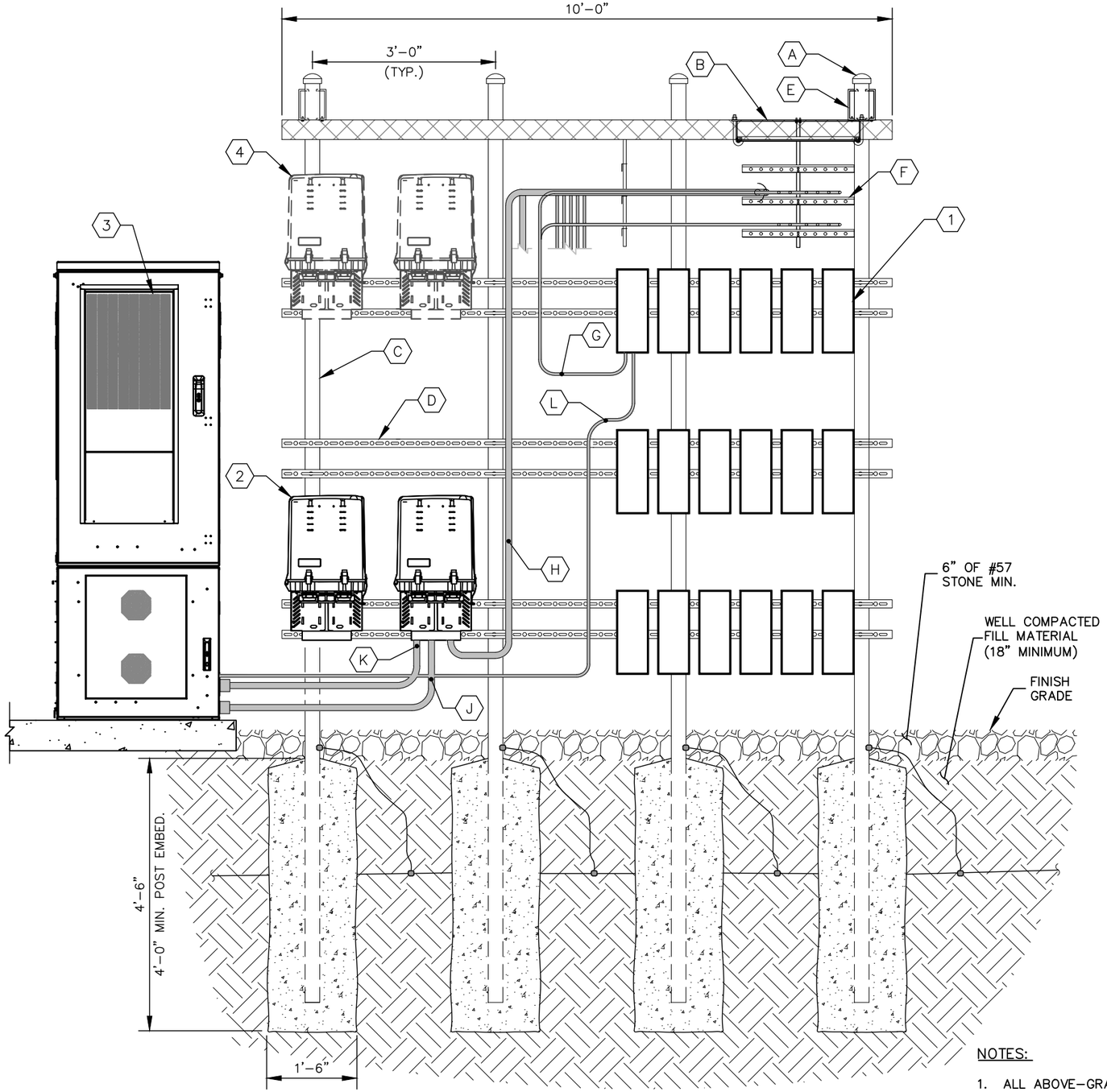
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EQUIPMENT RACK DETAILS - FRONT

SHEET NUMBER:
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1 / C6 EQUIPMENT RACK DETAILS - REAR

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) ICE BRIDGE, SEE CIVIL SHEETS FOR ADDITIONAL DETAILS.
- (C) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (D) 1⅝" X 1⅝" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (E) WB-K210-B15 HORSEHEAD SUPPORT BRACKET (SEE "WAVEGUIDE BRIDGE DETAILS" SHEET). THRU BOLTS REQUIRED FOR ATTACHMENT IN LIEU OF FACTORY PROVIDED U-BOLTS.
- (F) ICE BRIDGE RUNNING TOWARDS TOWER (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- (G) COAX JUMPER CABLES INTO BOTTOM OF RRU'S, TYPICAL.
- (H) HYBRID CABLES RUNNING INTO BOTTOM OF RAYCAPS, TYPICAL (SEE NOTE 7 ON "EQUIPMENT PAD LAYOUT" SHEET).
- (J) 1½" POWER RGS CONDUIT RUNNING FROM BOTTOM OF RAYCAPS TO CABINET, TYPICAL (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- (K) 2" FIBER RGS CONDUIT RUNNING FROM BOTTOM OF RAYCAPS TO CABINET, TYPICAL (SEE "EQUIPMENT PAD LAYOUT" SHEET).
- (L) FIBER/POWER JUMPER TO RRU (TYP. FOR EACH RRU).

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) VERIZON RF RRU'S (MODEL, QUANTITY OF, AND CONFIGURATION DETERMINED BY RF DESIGN).
- (2) VERIZON RAYCAPS (MODEL, QUANTITY OF, AND CONFIGURATION DETERMINED BY RF DESIGN).
- (3) VERIZON RF CABINET-FRONT VIEW.
- (4) FUTURE VERIZON RAYCAPS.

NOTES:

1. ALL ABOVE-GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND GROUNDED USING A COLD WATER PIPE GROUND CLAMP WITH #2 AWG BARE TINNED COPPER GROUND WIRE.
2. ALL ABOVE-GRADE #2 AWG BARE TINNED COPPER GROUND WIRE SHALL BE ENCLOSED IN A MINIMUM 1/2" EMT CONDUIT AND CRIMPED EVERY 4" TO 6".
3. FOR CLARITY PURPOSES, THE REAR ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE REAR SIDE. SEE FRONT SHEET FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE FRONT SIDE OF THE "H" FRAME.

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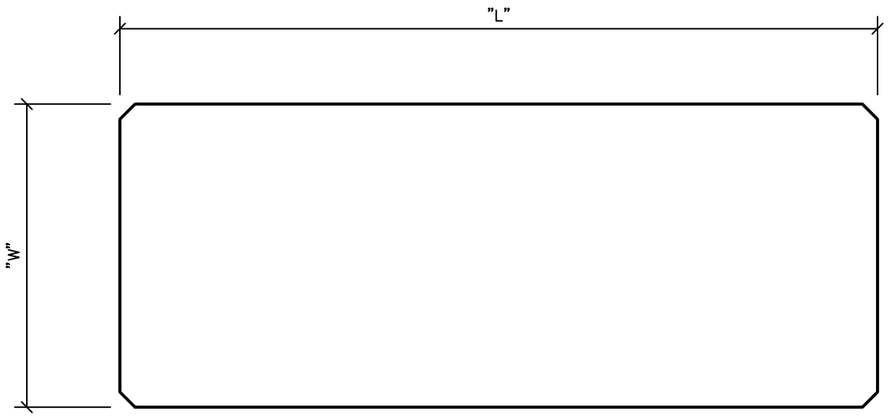
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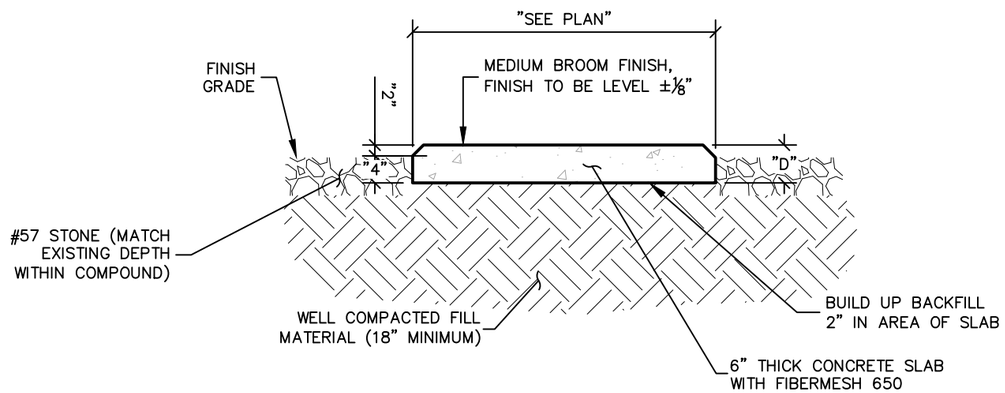
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CONCRETE PAD SCHEDULE				
PAD TYPE	"L"	"W"	"D"	REINFORCEMENT
EQUIPMENT PAD	10'–0"	4'–0"	6"	SEE DETAIL 2/C6
GENERATOR PAD	10'–0"	4'–0"	6"	SEE DETAIL 2/C6 AND NOTE 1 THIS SHEET



1 / C7 CONCRETE PAD PLAN

NOT TO SCALE



2 / C7 CONCRETE PAD FOUNDATION SECTION

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CONCRETE PAD FOUNDATION DETAILS

SHEET NUMBER:
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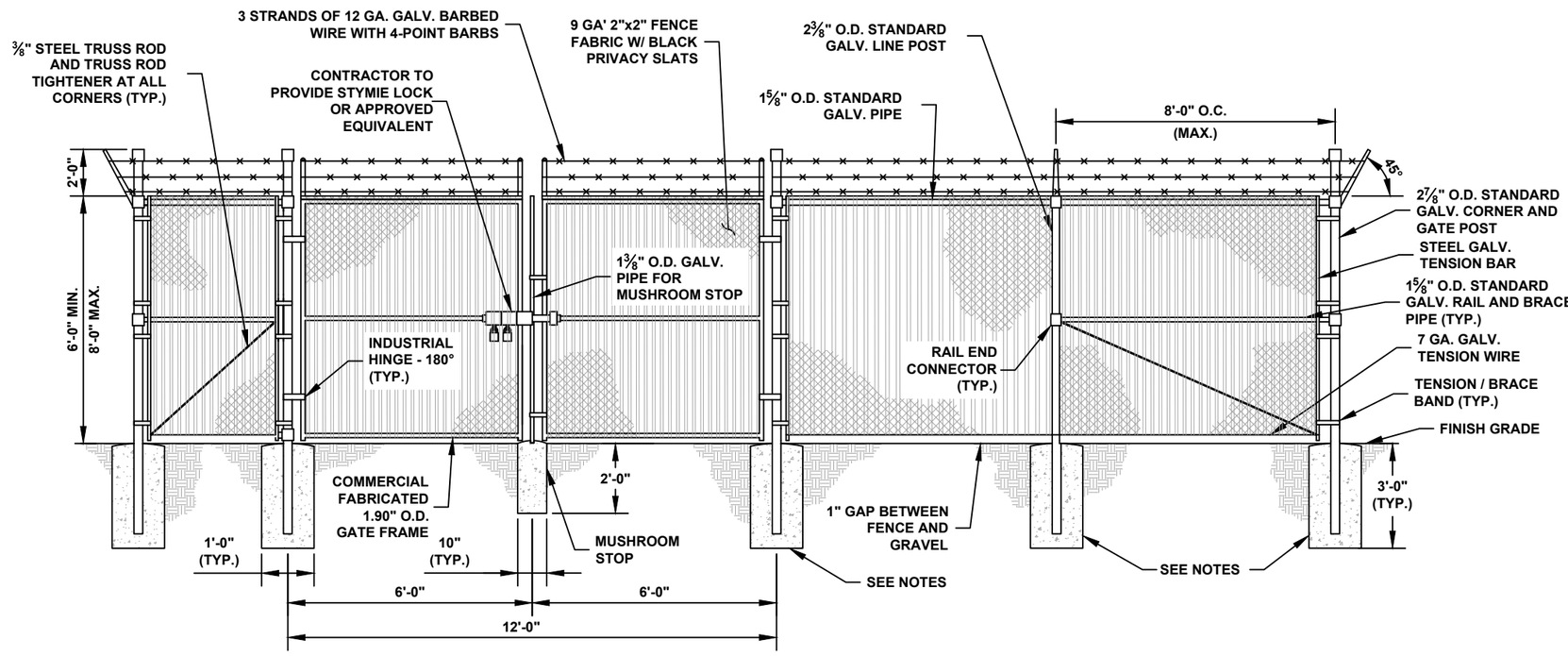
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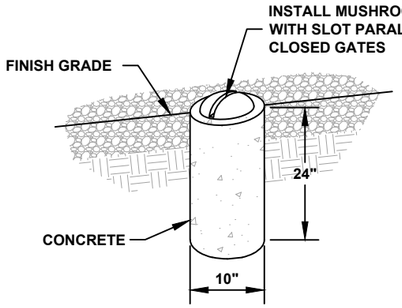
FENCE NOTES:

1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



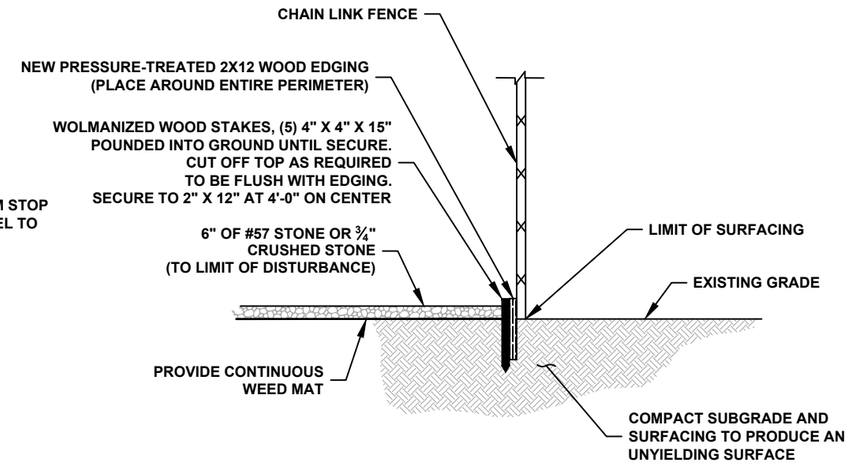
1 / C8 CHAIN LINK FENCE AND GATE ELEVATION

N.T.S.



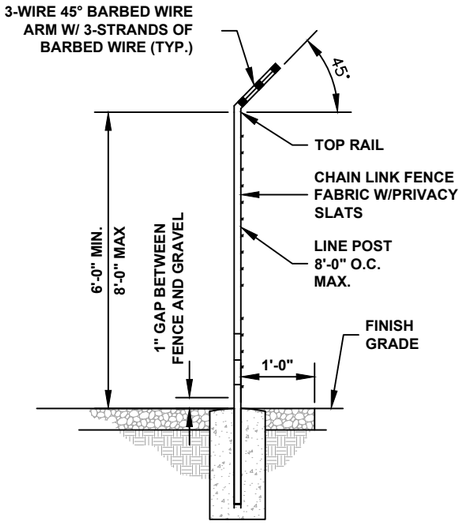
2 / C8 MUSHROOM STOP

N.T.S.



3 / C8 SITE COMPOUND SURFACE DETAIL

N.T.S.



4 / C8 SECTION AT FENCE

N.T.S.

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1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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A	07/16/26	PRELIMINARY	TRN

LICENSER:

GEORGIA REGISTERED No. PE050297 PROFESSIONAL ENGINEER TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

SHEET TITLE:
FENCE, GATE AND COMPOUND DETAILS

SHEET NUMBER:
C8

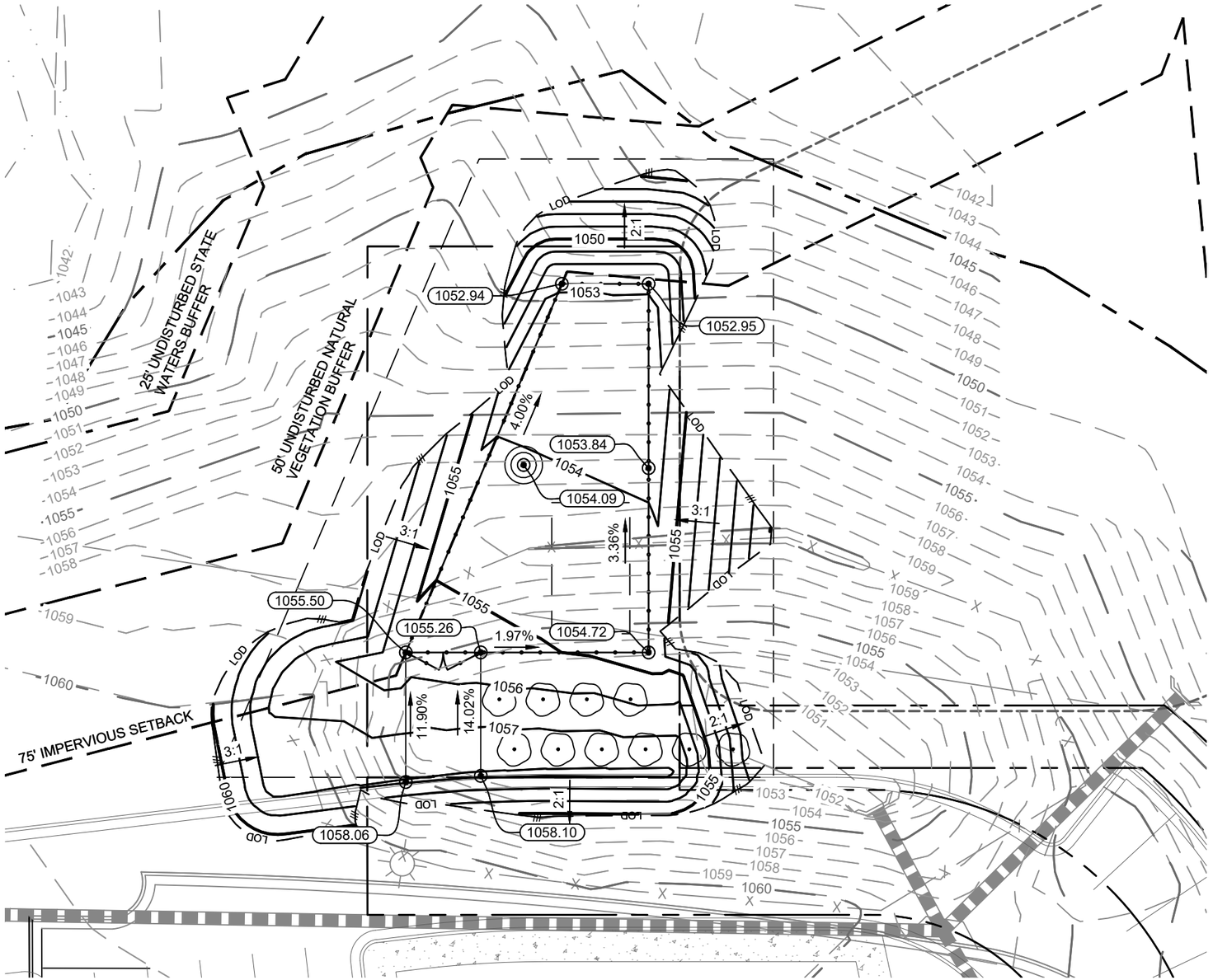
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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY ±5,368 SQ. FT. (0.13 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.



LEGEND

EXISTING CONTOURS

PROPOSED CONTOURS

LOD/SILT FENCE — LOD —

TPF — TPF — TPF —

EXISTING SPOT ELEVATION x XXX

PROPOSED SPOT ELEVATION ● XXX

CUT/ FILL TABLE	
CUT VOLUME:	234.44 CU. YD.
FILL VOLUME:	265.58 CU. YD.
NET VOLUME:	31.13 CU. YD. (FILL)

1 / C9 GRADING & EROSION CONTROL PLAN

SCALE: 1" = 20'

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

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KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

SHEET TITLE:
GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C9

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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

SEEDING DATES

Mountains–– Above 2500 ft: Feb 15 – May 15
Below 2500 ft.: feb. 1 – May 1
Piedmont––Jan. 1 – May 1
Coastal Plain––Dec. 1 – Apr. 15

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10–10–10 fertilizer.

MULCH

Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

SEEDING MIXTURE

Species	Rate (lb/acre)
Common Bermudagrass	40–80 (1–2 lb/1,000 sq. ft.)

SEEDING DATES

Coastal Plain––Apr. 1 – July
Piedmont––Apr. 15 – June 30

SOIL AMENDMENTS

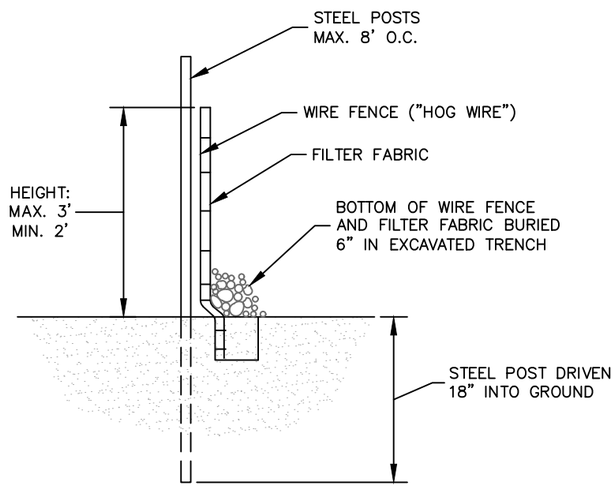
Apply lime and fertilizer according to soil tests, or apply 3,000 lb/acre ground agricultural limestone and 500 lb/acre 10–10–10 fertilizer.

MULCH

Use jute, excelsior matting, or other effective channel lining material to cover the bottom of channels and ditches. The lining should extend above the highest calculated depth of flow. On channel side slopes above this height, and in drainages not requiring temporary lining, apply 4,000 lb/acre grain straw and anchor straw by stapling netting over the top.

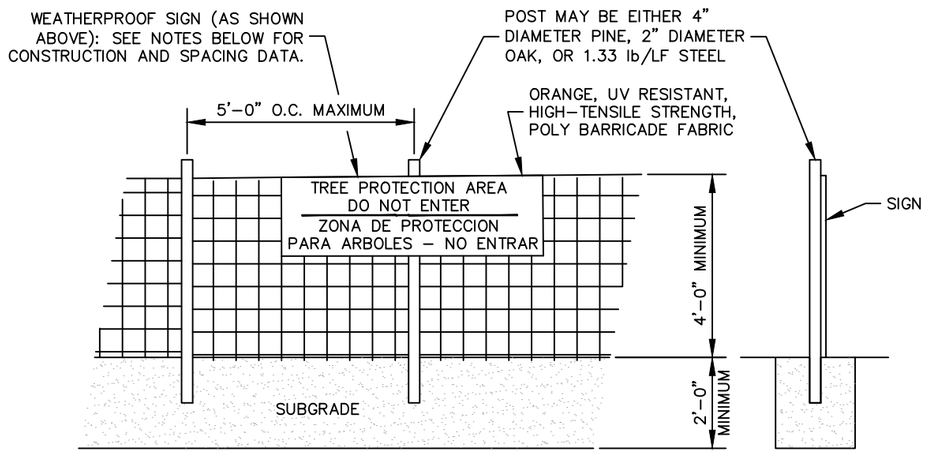
MAINTENANCE

A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Refertilize the following Apr. with 50 lb/acre nitrogen.



SECTION

1 / C10 SEDIMENT FENCE (SILT FENCE)
NOT TO SCALE



NOTES
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.

2 / C10 TREE PROTECTION FENCE
NOT TO SCALE

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TREVOR ROBERT NEWTON
ENGINEER

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DRAWN BY: JW CHECKED BY: TRN

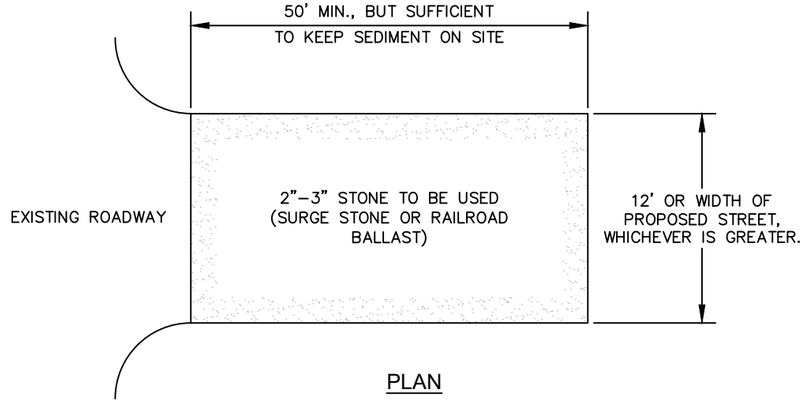
SHEET TITLE:
GROUND AND EROSION CONTROL DETAILS

SHEET NUMBER:
C10

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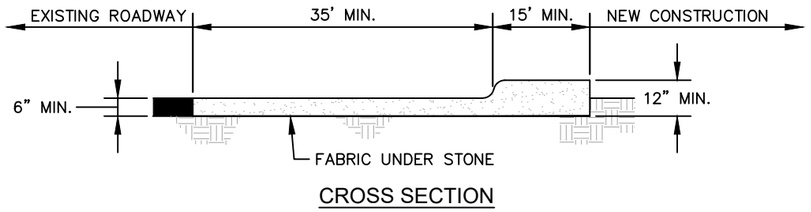
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PLAN

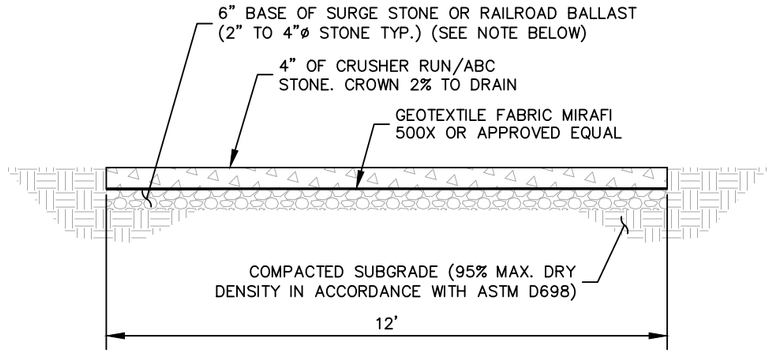
NOTES:
1. PUT SILT FENCE OR TREE PROTECTION FENCE UP TO ENSURE CONSTRUCTION ENTRANCE IS USED.
2. IF CONSTRUCTION ON THE SITES ARE SUCH THAT THE MUD IS NOT REMOVED BY THE VEHICLE TRAVELING OVER THE STONE, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING THE PUBLIC ROAD.
3. IF A PROJECT CONTINUES TO PULL MUD AND DEBRIS ON TO THE PUBLIC ROAD, THE GOVERNING AUTHORITY WILL CLEAN THE AREA AND INVOICE THE FINANCIALLY RESPONSIBLE PERSON AS INDICATED ON THE FINANCIAL RESPONSIBILITY FORM.



CROSS SECTION

1 C11 CONSTRUCTION ENTRANCE

NOT TO SCALE



NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE ACCESS ROAD BY THE VERIZON WIRELESS PROJECT MANAGER, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"ø STONE TYP.)

2 C11 STANDARD ACCESS ROAD AND TURN-AROUND DETAIL

NOT TO SCALE

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

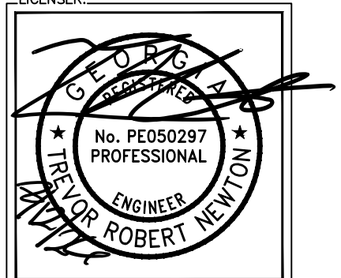
PROJECT INFORMATION:
SITE NAME:
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MDG LOCATION ID: 5000970930

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LICENSER:



KHA PROJECT NUMBER: 013509546

DRAWN BY: JW | CHECKED BY: TRN

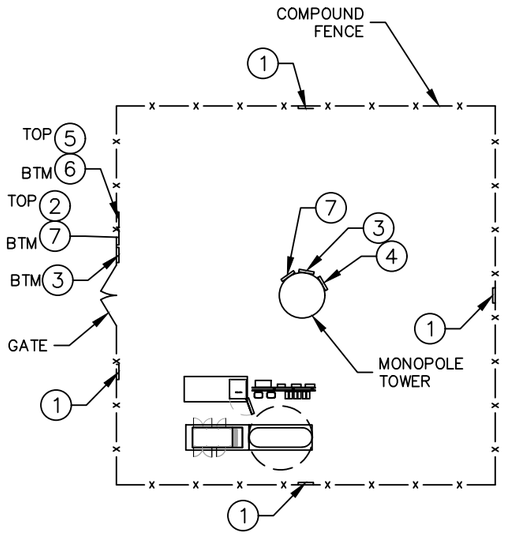
SHEET TITLE: ACCESS ROAD DETAILS

SHEET NUMBER: C11

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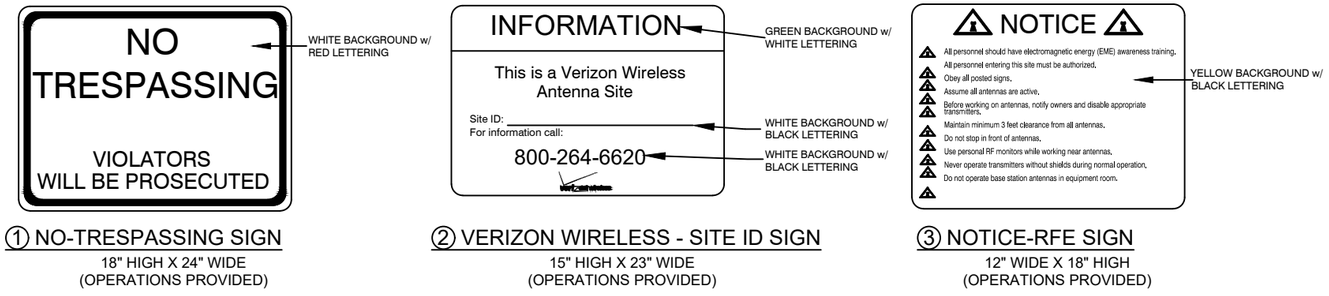
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1 C12 SIGN PLACEMENT PLAN VIEW

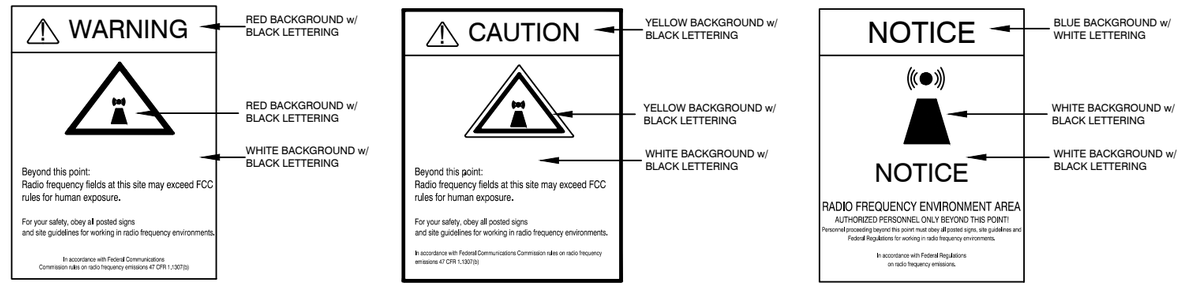
NOT TO SCALE



① NO-TRESPASSING SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)

② VERIZON WIRELESS - SITE ID SIGN
15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)

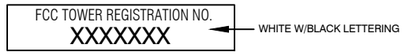
③ NOTICE-RFE SIGN
12" WIDE X 18" HIGH
(OPERATIONS PROVIDED)



④ WARNING-RF SIGN (RED)
12" WIDE X 18" HIGH

⑤ CAUTION-RF SIGN (YELLOW)
12" WIDE X 18" HIGH

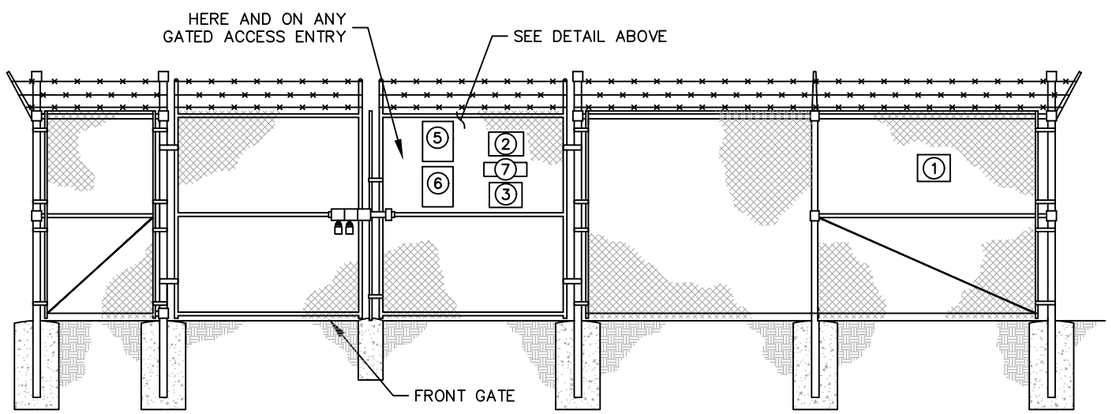
⑥ NOTICE-RF SIGN (BLUE)
12" WIDE X 18" HIGH



⑦ FCC REGISTRATION SIGN
20 WIDE X 4" HIGH

2 C12 TYPICAL SIGNS AND SPECIFICATIONS

NOT TO SCALE



3 C12 SIGN PLACEMENT FRONT GATE VIEW

NOT TO SCALE

SIGNAGE NOTES:
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

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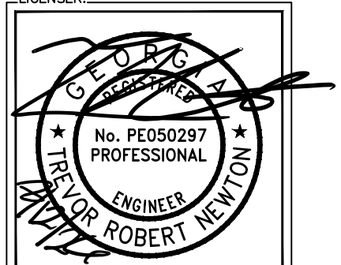
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SHEET NUMBER:
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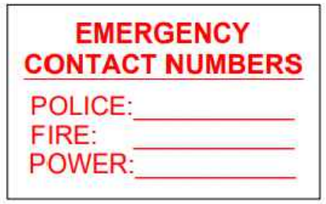
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① VZW EMERGENCY SIGN



② SAFETY ISSUE SIGN



③ EMERGENCY CONTACTS SIGN



④ A.T.S. WARNING SIGN



⑤ AUTHORIZED PERSONNEL ONLY SIGN



⑥ CHEMICAL SAFETY SIGN



⑦ DANGER-DIESEL FUEL SIGN



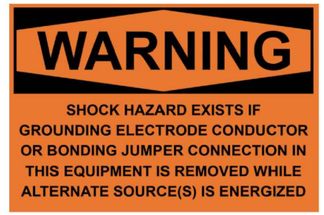
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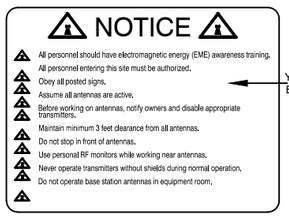
⑨ SUPPLY CAUTION SIGN



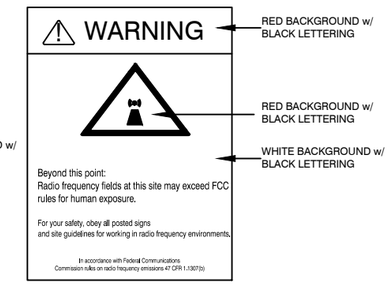
⑩ NOTICE-DISCONNECT SIGN



⑪ WARNING-SHOCK HAZARD SIGN



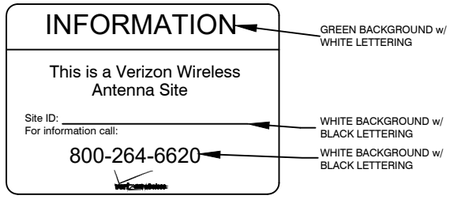
⑫ NOTICE-RFE SIGN



⑬ WARNING-RF SIGN (RED)

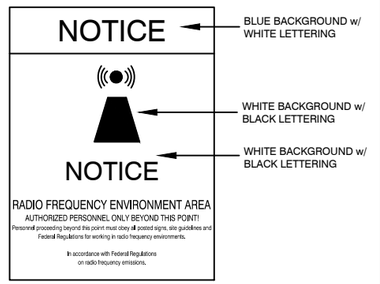


⑭ NO-TRESPASSING SIGN

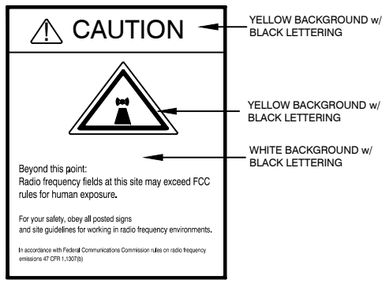


② VERIZON WIRELESS - SITE ID SIGN

15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)



⑯ NOTICE-RF SIGN (BLUE)



⑰ CAUTION-RF SIGN (YELLOW)



⑱ FCC REGISTRATION SIGN

SIGNAGE NOTES:
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3. NOT ALL SIGNAGE SHOWN ABOVE MAY BE NECESSARY. PRIOR TO CONSTRUCTION, VERIFY WITH VERIZON CM WHICH SIGNAGE WILL BE REQUIRED FOR THIS BUILD

verizon
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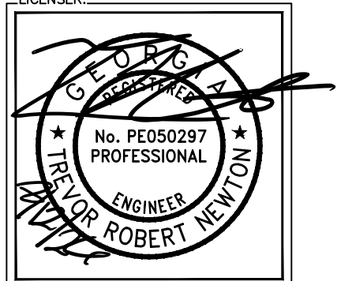
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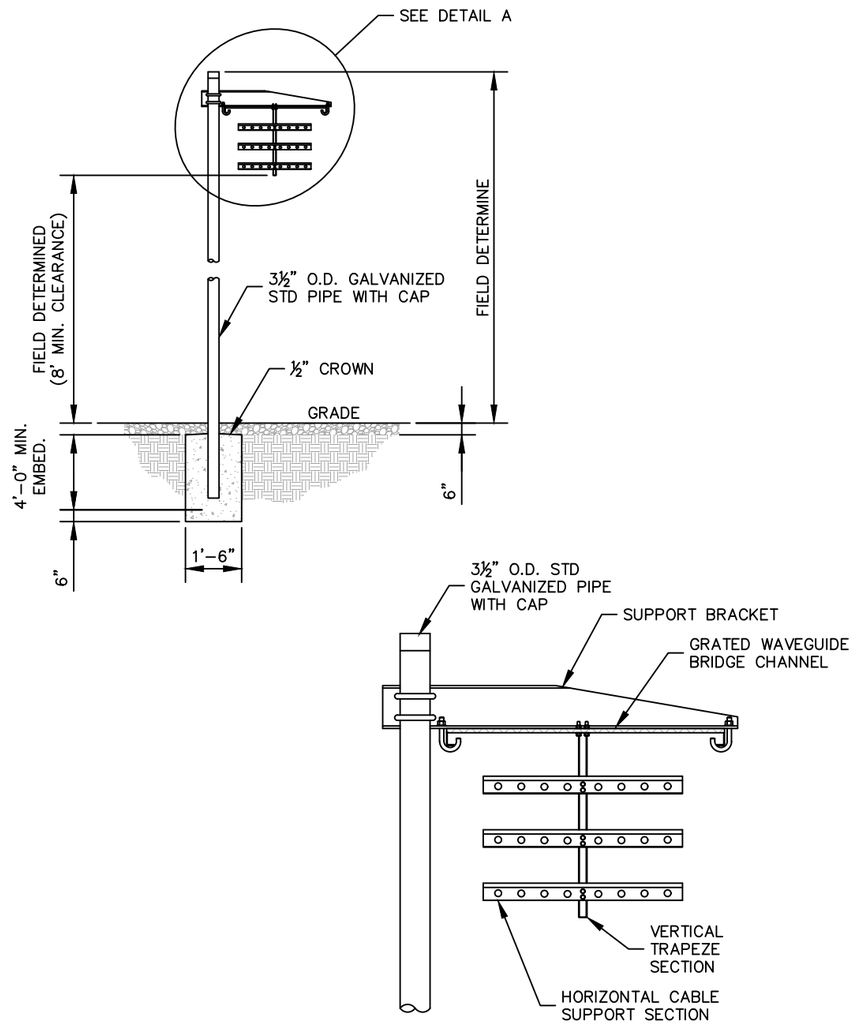
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SITE SIGNAGE DETAILS

SHEET NUMBER:
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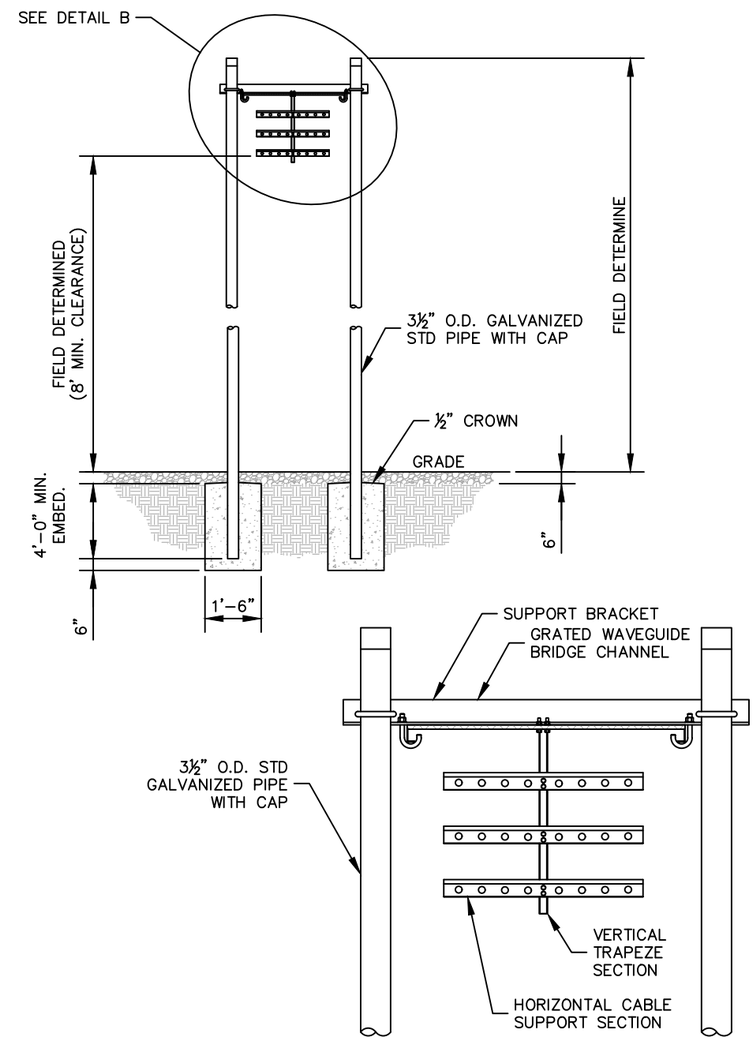


DETAIL A

ANDREW 1 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K210-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



DETAIL B

ANDREW 2 POST WAVEGUIDE BRIDGE KIT (PART #: WB-K410-B15, OR APPROVED EQUIVALENT)

NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

1 C14 WAVEGUIDE BRIDGE DETAIL
NOT TO SCALE

2 C14 WAVEGUIDE BRIDGE DETAIL (ALT DESIGN - 2 PIPE COLUMNS)
NOT TO SCALE

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

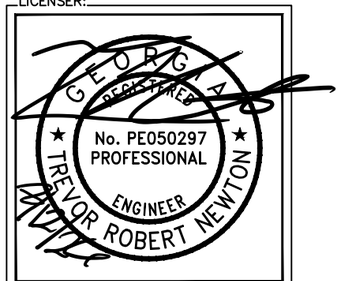
PLANS PREPARED BY:

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KHA PROJECT NUMBER: 013509546

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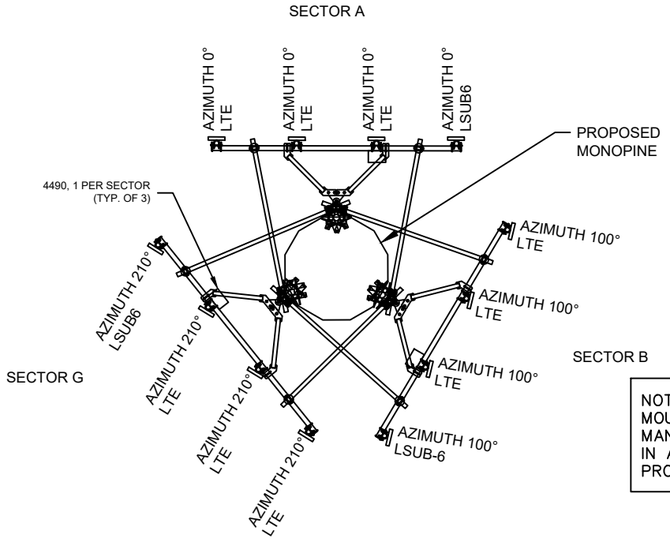
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SHEET NUMBER: C14

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NOTE:
MOUNT MODEL TO BE SPECIFIED BY MOUNT MANUFACTURER AND SHALL BE SPECIFIED IN ACCORDANCE WITH NSTD_445 FOR THE PROPOSED RF LOADING.

1 / C15 ANTENNA ORIENTATION PLAN

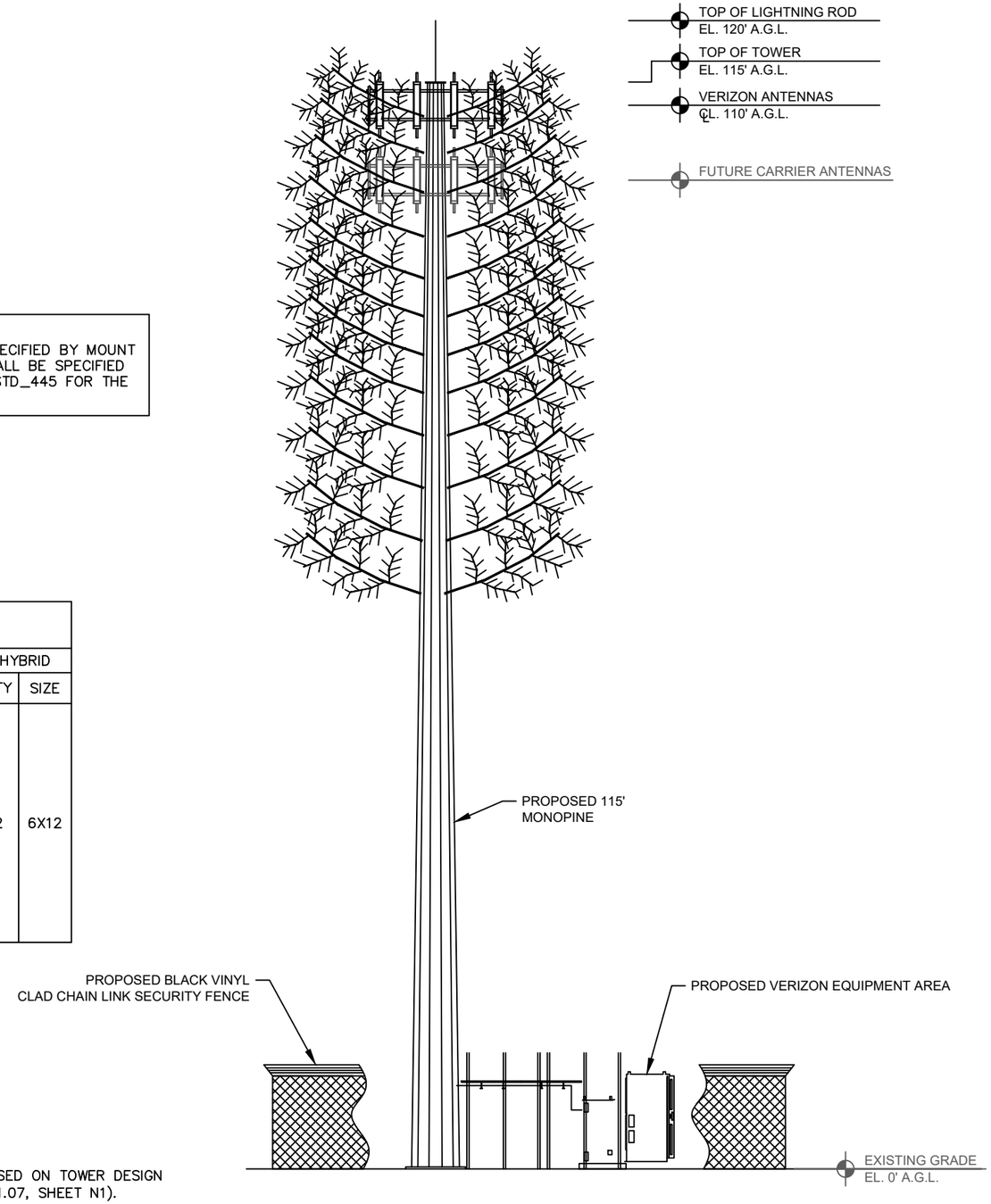
(NOT TO SCALE, FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CONFIRM ANTENNA MOUNT TYPE)

ANTENNA POSITION	AZIMUTH IN DEGREES	ANTENNA (QTY) MAKE/MODEL	REMOTE RADIO UNIT (QTY) MAKE/MODEL	RAYCAPS (QTY) MAKE/MODEL	HYBRID	
					QTY	SIZE
A1	0°	(1) ERICSSON/AIR3268	–	(1) RXXDC-6627-PF-48	2	6X12
A2	0°	(1) ERICSSON/AIR3283	–			
A3	0°	(1) JMA/MX08FRO860-B02E	(1) ERICSSON/4490			
A4	0°	(1) ERICSSON/AIR6419	–			
B1	100°	(1) ERICSSON/AIR3268	–			
B2	100°	(1) ERICSSON/AIR3283	–			
B3	100°	(1) JMA/MX08FRO860-B02E	(1) ERICSSON/4490			
B4	100°	(1) ERICSSON/AIR6419	–			
G1	210°	(1) ERICSSON/AIR3268	–			
G2	210°	(1) ERICSSON/AIR3283	–			
G3	210°	(1) JMA/MX08FRO860-B02E	(1) ERICSSON/4490			
G4	210°	(1) ERICSSON/AIR6419	–			

NOTES:
1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY VERIZON WIRELESS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE VERIZON WIRELESS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, AND COAX CABLE INFORMATION.

2. REFER TO STRUCTURAL ANALYSIS BY TOWER OWNER FOR ANALYSIS OF PROPOSED TOWER.

3. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.



NOTES:
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
4. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.

2 / C15 MONOPINE TOWER ELEVATION

N.T.S.

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1 VERIZON PLACE
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SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C15

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).

1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.

1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.

1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.

1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.

1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.

2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.

2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.

2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.

2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.

2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.

2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.

2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.

2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.

3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.

3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW VERIZON EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.

3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.

3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.

3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.

3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.

3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.

3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.

3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.

3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.

3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.

3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 50kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 50kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.

4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.

4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.

4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.

4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.

4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.

4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.

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ALPHARETTA, GEORGIA 30022

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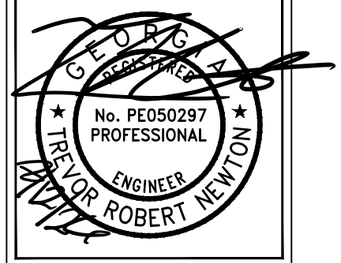
1 VERIZON PLACE
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DRAWN BY: JW | CHECKED BY: TRN

SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER:
E1

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POWER NOTES:

1. CONTRACTOR TO CONTACT REUBEN BENNETT (REUBEN.BENNETT@SAWNEE.COOP), 404-996-4263, PRIOR TO CONSTRUCTION.
2. SAWNEE EMC TO FURNISH AND INSTALL PAD MOUNTED TRANSFORMER OUTSIDE OF FENCED TOWER COMPOUND.
3. SAWNEE EMC TO FURNISH AND INSTALL SECONDARY CONDUCTORS FROM METER TO PROPOSED PAD MOUNTED TRANSFORMER WITHIN CONTRACTOR PROVIDED CONDUIT.
4. SAWNEE EMC TO FURNISH AND INSTALL PRIMARY CONDUCTORS AND CONDUIT FROM PAD MOUNTED TRANSFORMER TO POWER SOURCE.

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

(A) PROPOSED LIT FIBER CONDUIT ROUTE (±455 LF) WITH (1) 2" CONDUIT FOR FIBER CABLES WITH MULE TAPE AND TRACER WIRE INSTALLED FROM THE ROW TO THE UTILITY H-FRAME. FINAL ROUTE TO BE CONFIRMED PRIOR TO CONDUIT INSTALLATION.

(B) PROPOSED DARK FIBER CONDUIT ROUTE (±455 LF) WITH (1) 2" CONDUIT FOR FIBER CABLES WITH MULE TAPE AND TRACER WIRE INSTALLED FROM THE ROW TO DARK FIBER HH OUTSIDE COMPOUND. FINAL ROUTE TO BE CONFIRMED PRIOR TO CONDUIT INSTALLATION.

(C) PROPOSED PRIMARY POWER ROUTE (±453 LF) (CONDUCTORS AND CONDUIT FURNISHED AND INSTALLED BY SAWNEE EMC)

(D) PROPOSED SECONDARY POWER ROUTE (±35 LF) (CONDUCTORS FURNISHED AND INSTALLED BY SAWNEE EMC, CONDUIT FURNISHED AND INSTALLED BY CONTRACTOR)

1 / E2 OVERALL UTILITY ROUTING PLAN

SCALE: 1" = 60'

0 30 60 120

GRAPHIC SCALE: 1" = 60'

KEY NOTES - ELECTRICAL EQUIPMENT

(1) TRAFFIC RATED TELCO VAULT LABELED FOR LIT FIBER. (SPACED EVERY 400', AT MAJOR TRANSITION) (SEE NOTE 4.05 ON SHEET E1)

(2) TRAFFIC RATED TELCO VAULT LABELED FOR DARK FIBER. (SPACED EVERY 400', AT MAJOR TRANSITION) (SEE NOTE 4.05 ON SHEET E1)

(3) PROPOSED PAD MOUNTED TRANSFORMER FURNISHED AND INSTALLED BY SAWNEE EMC.

NOTES:

GENERAL CONTRACTOR IS TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER WHETHER INSTALLATION OF THE TWO (2) 2" CONDUITS WILL BE PART OF THE INITIAL CONSTRUCTION.

PROPOSED VERIZON TELCO VAULTS AT RIGHT OF WAY LOCATED APPROXIMATELY 34° 5' 27.76"N, 84° 16' 4.28"W BASED ON GOOGLE EARTH IMAGERY.

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PLANS PREPARED BY:

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LICENSER:

GEORGIA REGISTERED No. PE050297 PROFESSIONAL ENGINEER TREVOR ROBERT NEWTON

KHA PROJECT NUMBER: 013509546

DRAWN BY: JW | CHECKED BY: TRN

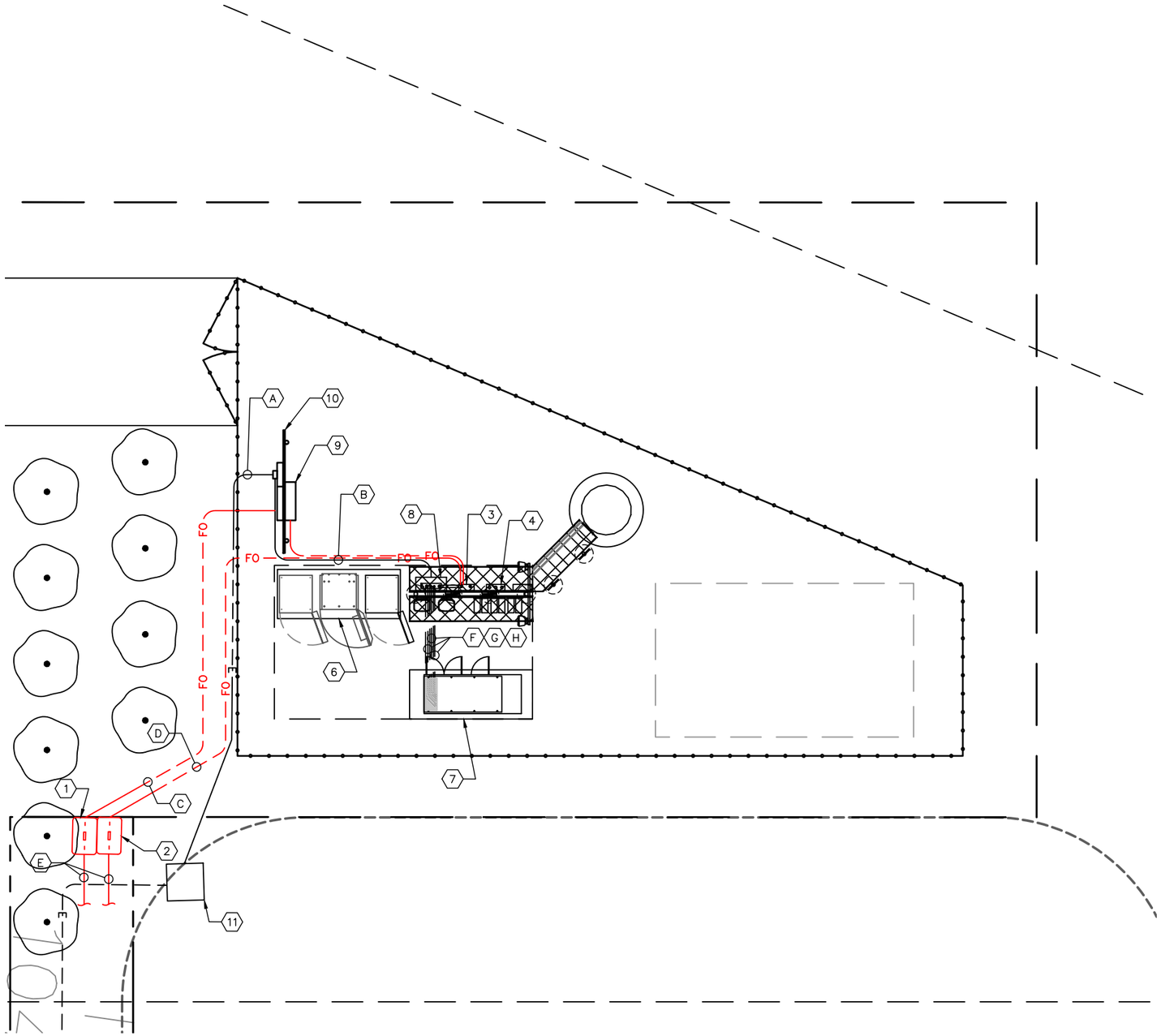
SHEET TITLE: OVERALL UTILITY ROUTING PLAN

SHEET NUMBER: E2

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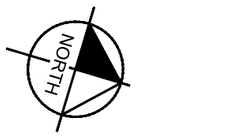
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1 / E3 UTILITY ROUTING PLAN

SCALE: 1" = 10'



0 5 10 20

GRAPHIC SCALE: 1" = 10'

KEY NOTES - ELECTRICAL EQUIPMENT

1. LIT FIBER HANDHOLE. GENERAL CONTRACTOR TO VERIFY EXISTENCE PRIOR TO CONSTRUCTION.
2. TRAFFIC RATED TELCO VAULT LABELED FOR DARK FIBER LOCATED OUTSIDE FENCE NEAR VERIZON EQUIPMENT AREA..
3. TELCO BOX (SEE SHEETS C3 & C4).
4. CIENA UNIT, IF NEEDED (SEE SHEETS C3 & C4).
5. KEYNOTE NOT USED.
6. VERIZON CONCRETE EQUIPMENT PAD (SEE SHEET C6).
7. VERIZON CONCRETE GENERATOR PAD (SEE SHEET C6).
8. INTEGRATED LOAD CENTER (SEE SHEETS C3 & C4).
9. 36" X 36" X 12" MULTI TENANT NEMA CABINET. (SEE SHEET E4.1)
10. UTILITY METER H-FRAME. (SEE SHEET E4)
11. PROPOSED PAD MOUNTED TRANFORMER FURNISHED AND INSTALLED BY SAWNEE EMC. LOCATION SHOWN IS APPROXIMATE. VERIFY FINAL LOCATION WITH LOCAL UTILITY PRIOR TO CONSTRUCTION.

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

A. (2) 4" PVC POWER CONDUITS FURNISHED AND INSTALLED BY CONTRACTOR FOR INCOMING SERVICE LATERALS PROVIDED BY LOCAL UTILITY (±35 LF)

B. 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO EQUIPMENT RACK. (SEE TRENCH DETAIL 2/E7)

C. PROPOSED LIT FIBER CONDUIT ROUTE (±50 LF) WITH (1) 2" CONDUIT FOR FIBER CABLES WITH MULE TAPE AND TRACER WIRE INSTALLED FROM THE UTILITY H-FRAME TO VERIZON H-FRAME. FINAL ROUTE TO BE CONFIRMED PRIOR TO CONDUIT INSTALLATION.

D. PROPOSED DARK FIBER CONDUIT ROUTE (±50 LF) WITH (1) 2" CONDUIT FOR FIBER CABLES WITH MULE TAPE AND TRACER WIRE INSTALLED FROM THE DARK FIBER HH OUTSIDE FENCE TO VERIZON H-FRAME. FINAL ROUTE TO BE CONFIRMED PRIOR TO CONDUIT INSTALLATION.

E. ONE (1) 2" PVC CONDUIT WITH MULE TAPE AND TRACER WIRE FOR LIT AND DARK FIBER, RESPECTIVELY. (SEE TRENCH DETAIL 2/E7 AND SHEET E2).

F. 2" PVC CONDUIT FOR ROUTING POWER CONDUCTOR TO THE GENERATOR. (SEE TRENCH DETAIL 2/E7).

G. 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR (SEE TRENCH DETAIL 2/E7).

H. 1" PVC CONDUIT FOR ROUTING POWER CONDUCTOR TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER (SEE TRENCH DETAIL 2/E7).

NOTES:

GENERAL CONTRACTOR IS TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER WHETHER INSTALLATION OF LIT AND DARK FIBER INFRASTRUCTURE WILL BE PART OF THE INITIAL CONSTRUCTION.

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
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PHONE: 770-619-4280
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LICENSER:

GEORGIA REGISTERED
No. PE050297
PROFESSIONAL
ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

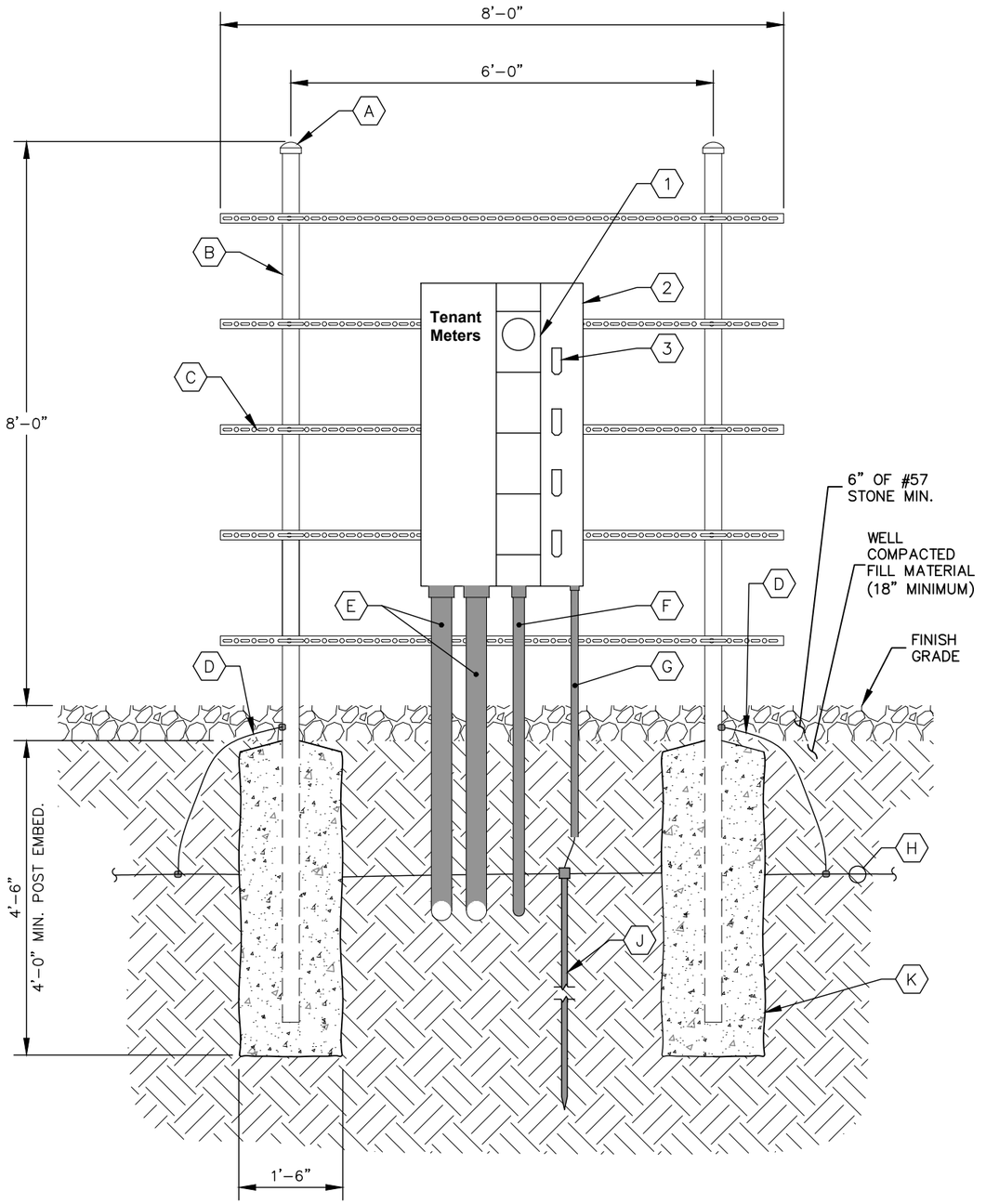
SHEET TITLE:
UTILITY ROUTING PLAN

SHEET NUMBER:
E3

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1 / E4 METER RACK DETAILS

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) 1⅝" x 1⅝" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H–FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 4" PVC CONDUIT FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY, TYPICAL OF 2. SWITCH TO RGS CONDUIT FOR ANY ABOVE–GRADE ROUTING.
- (F) 2" PVC CONDUIT FOR ROUTING FEEDERS TO THE ILC. SWITCH TO RGS CONDUIT FOR ANY ABOVE–GRADE ROUTING.
- (G) ¾" PVC CONDUIT WITH ONE (1) – 2/0 BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD. SWITCH TO RGS CONDUIT FOR ANY ABOVE–GRADE ROUTING.
- (H) GROUND RING (SEE DETAIL 1/E9).
- (J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E9 & 2/E11).
- (K) CONCRETE FOUNDATION FOR H–FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300–3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE, TYPICAL OF 4. ONLY TOP SOCKET WILL RECEIVE METER UNDER THIS CONTRACT.
- (2) 800 AMP, 22KAIC, 4 GANG, SERVICE ENTRANCE RATED METER CENTER IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- (3) 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER FOR TOP METER ONLY. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE TOP CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.

NOTES:

1. ALL ABOVE–GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND GROUNDED USING A COLD WATER PIPE GROUND CLAMP WITH #2 AWG BARE TINNED COPPER GROUND WIRE.
2. ALL ABOVE–GRADE #2 AWG BARE TINNED COPPER GROUND WIRE SHALL BE ENCLOSED IN A MINIMUM 1/2" EMT CONDUIT AND CRIMPED EVERY 4" TO 6".
3. FOR CLARITY PURPOSES, THE FRONT ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE FRONT SIDE. SEE SHEET E4.1 FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE REAR SIDE OF THE "H" FRAME.

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ENGINEER
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KHA PROJECT NUMBER:
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JW	TRN

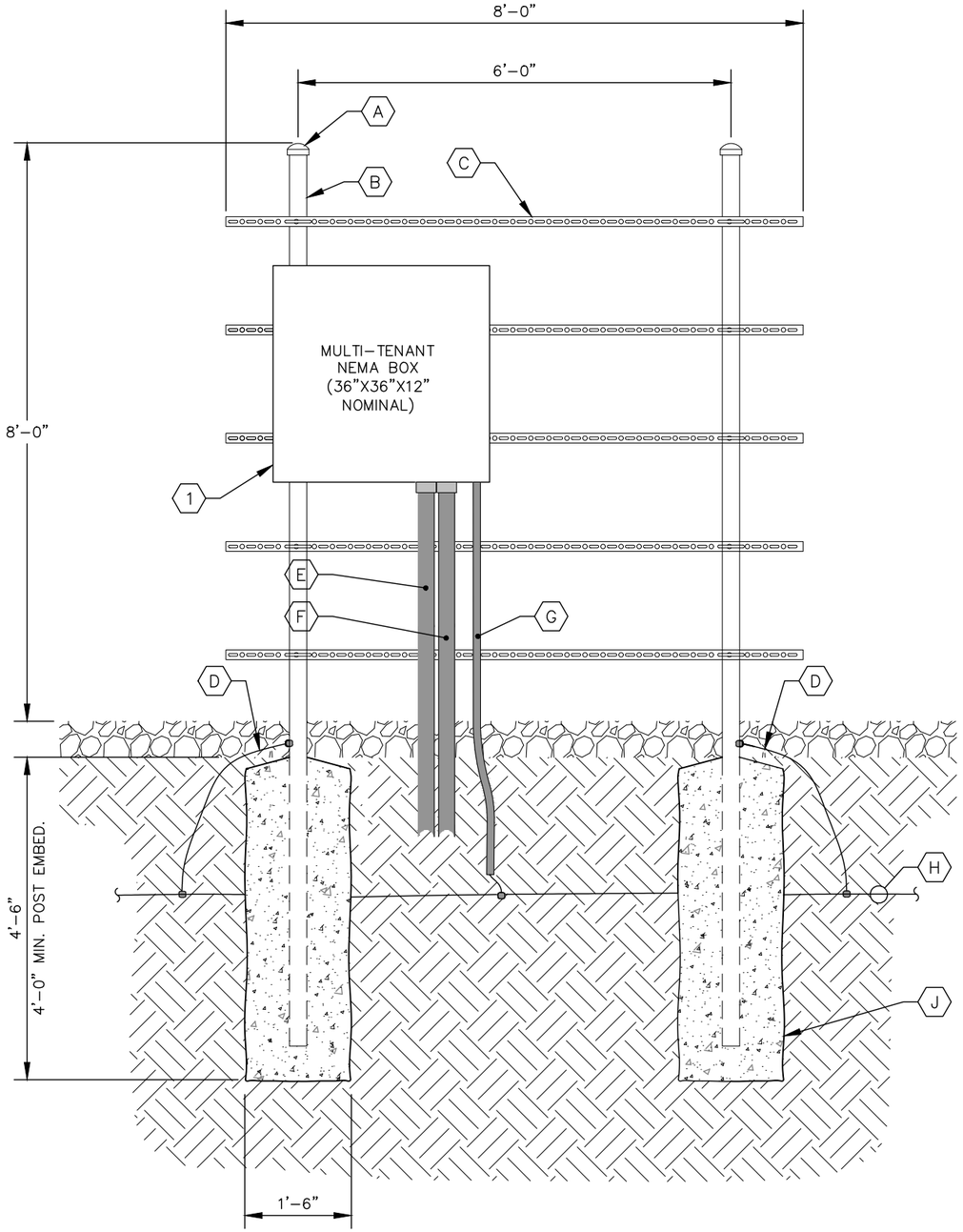
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METER RACK DETAILS - FRONT

SHEET NUMBER:
E4

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1 E4.1 METER RACK DETAILS

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

(A) GALVANIZED RIGID STEEL CAP, TYPICAL.

(B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.

(C) 1⅝" x 1⅝" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.

(D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.

(E) (1) 2" PVC CONDUIT FOR INCOMING LIT FIBER FROM PUBLIC RIGHT OF WAY. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(F) (1) 2" PVC CONDUIT FOR OUTGOING LIT FIBER TO VERIZON H-FRAME. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(G) ½" PVC CONDUIT WITH ONE (1) – #2 AWG BARE TINNED COPPER GROUND LEAD TO EQUIPMENT GROUND RING. CAD-WELD. SWITCH TO RGS CONDUIT FOR ANY ABOVE-GRADE ROUTING.

(H) GROUND RING (SEE SHEETS E8 & E9).

(J) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 650-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

(1) 36" x 36" x 12" MULTI-TENANT NEMA BOX.

NOTES:

1. ALL ABOVE-GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS) AND GROUNDED USING A COLD WATER PIPE GROUND CLAMP WITH #2 AWG BARE TINNED COPPER GROUND WIRE.
2. ALL ABOVE-GRADE #2 AWG BARE TINNED COPPER GROUND WIRE SHALL BE ENCLOSED IN A MINIMUM 1/2" EMT CONDUIT AND CRIMPED EVERY 4" TO 6".
3. FOR CLARITY PURPOSES, THE REAR ELEVATION OF THE "H" FRAME ONLY SHOWS EQUIPMENT AND CONDUIT ASSOCIATED WITH THE REAR SIDE. SEE SHEET E4.0 FOR DETAILS ASSOCIATED WITH EQUIPMENT AND CONDUIT MOUNTED ON THE FRONT SIDE OF THE "H" FRAME.

verizon
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ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

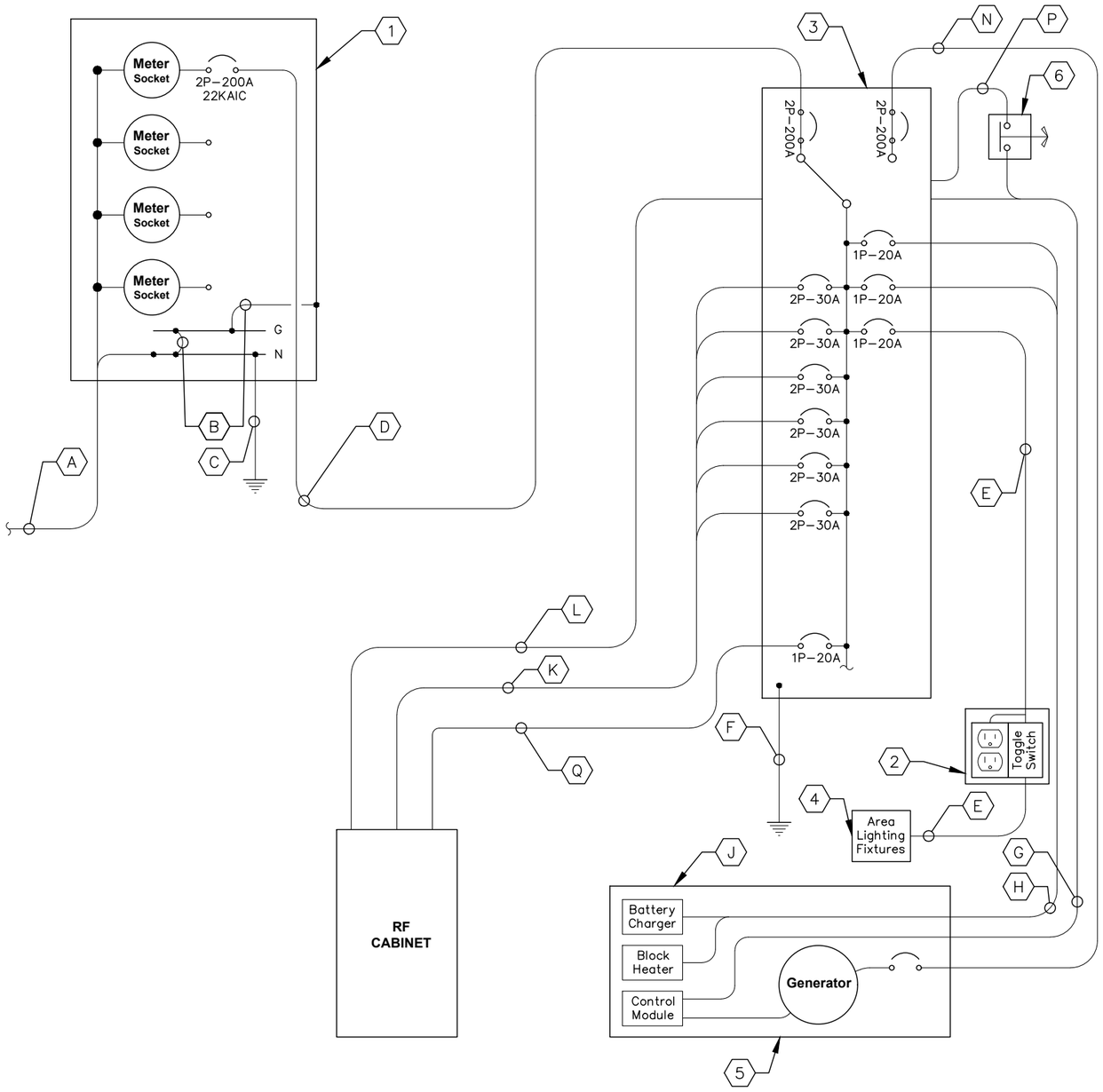
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METER RACK DETAILS - REAR

SHEET NUMBER:
E4.1

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REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT

"WARNING: Shock hazard exists if grounding electrode conductor or bonding jumper connection in this equipment is removed while alternate source(s) is energized. Opening the equipment disconnect will cause the stand-by generator to start. To remove power entirely from the equipment, the generator must be turned OFF using emergency stop switch."

REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT & INTEGRATED LOAD CENTER

"NOTE: Emergency power is supplied by a stand-by generator located behind Verizon equipment rack."

1 / E5 ELECTRICAL SINGLE LINE DIAGRAM

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) TWO (2) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE LATERALS BY LOCAL UTILITY FOR 800 AMP, 120/240 VOLT SINGLE PHASE SERVICE.
- (B) BOND GROUND BUS TO NEUTRAL BUS AND GROUND BUS TO ENCLOSURE WITH 2/0 BONDING JUMPERS.
- (C) ONE (1) 2/0 BARE STRANDED TINNED COPPER GEC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (D) THREE (3) 3/0 CONDUCTORS AND ONE (1) #6 AWG GROUND IN 2" CONDUIT.
- (E) TWO (2) #12 AWG CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- (F) ONE (1) #2 BARE TINNED COPPER FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD TO GROUND ROD.
- (G) AUTOMATIC TRANSFER SWITCH ALARM AND GENERATOR CONTROL CABLES IN 1" CONDUIT.
- (H) FOUR (4) #12 CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- (J) THE GENERATOR, WHEN UTILIZING A TWO POLE ATS WITH A SOLID NEUTRAL, IS NOT A SEPARATELY DERIVED SYSTEM. THEREFORE, DO NOT BOND THE NEUTRAL TO THE GROUND AT THE GENERATOR.
- (K) TWELVE (12) #10 AWG THHN CONDUCTORS AND THREE (3) #10 AWG EG IN 2" CONDUIT.
- (L) ALARM CABLES IN 1" CONDUIT.
- (M) KEYNOTE NOT USED.
- (N) THREE (3) 3/0 AWG CONDUCTORS AND ONE (1) #4 AWG EG IN 2" CONDUIT. VERIFY GENERATOR BREAKER DOES NOT EXCEED 200 AMPS.
- (P) 1" CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.
- (Q) TWO (2) #10 THHN CONDUCTORS AND ONE (1) #10 AWG FOR CABINET MOUNTED GFI OUTLET IN ONE 2" CONDUIT.

KEY NOTES - ELECTRICAL EQUIPMENT

1. FURNISH AND INSTALL 800 AMP, 3-WIRE, SINGLE PHASE, 120/240 VOLT, 22KAIC, FOUR-SPACE MULTI-GANG METER CENTER WITH 200 AMP RATED METER SOCKETS IN NEMA 3R ENCLOSURE, SE RATED. CONTRACTOR SHALL FURNISH AND INSTALL 200 AMP CIRCUIT BREAKER AT METER BASE IF NOT ALREADY EXISTING.
2. 20 AMP GFCI DUPLEX OUTLET RECEPTACLE AND TOGGLE SWITCH, ENERLITES HET06 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE.
3. 200 AMP, 120/240 VOLT, SE RATED ILC WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH. ALL CIRCUIT BREAKERS SHALL BE RATED 10KAIC MINIMUM. ILC IS FURNISHED BY VZW AND INSTALLED BY GENERAL CONTRACTOR.
4. FURNISH AND INSTALL TWO (2) AREA LIGHTS, (LITHONIA HFR-250M-TA120-DNA-LP1), (OR APPROVED EQUIVALENT).
5. 50 KW DIESEL GENERATOR, CONTRACTOR SHALL COORDINATE SPECIFIC GENERATOR CONFIGURATION WITH OWNER AND INSTALL THE GENERATOR IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS. GENERATOR BREAKER SIZED AND PROVIDED BY GENERATOR MANUFACTURER.
6. EMERGENCY GENERATOR STOP SWITCH IN NEMA 3R ENCLOSURE WILL BE FURNISHED BY VERIZON AND INSTALLED BY GC.

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

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MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

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LICENSER:

GEORGIA REGISTERED No. PE050297 PROFESSIONAL ENGINEER TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY: JW | CHECKED BY: TRN

SHEET TITLE:
ELECTRICAL SINGLE LINE DIAGRAM

SHEET NUMBER:
E5

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VERIZON WIRELESS PANEL

Voltage: 240/120 Volts
Phase, Wires: Single Phase, 3 Wire
Mounting Type: Surface
Enclosure Type: NEMA 3R

MCB Size: 200 A
AIC Rating: 10,000 Amps min
Bus Rating: 200 A
Neurtal Rating: 100%

Load Served	Load (kVA) A	Load (kVA) B	Circuit Bkr Size	Ckt Nbr	Phase A	Phase B	Ckt Nbr	Circuit Bkr Size	Load (kVA) A	Load (kVA) B	Load Served
Rectifier #1	2.88		2P-30	1	*		2	2P-30	2.88		Rectifier #2
		2.88		3		*	4			2.88	
Rectifier #3	2.88		2P-30	5	*		6	2P-30	2.88		Rectifier #4
		2.88		7		*	8			2.88	
Rectifier #5	2.88		2P-30	9	*		10	2P-30	2.88		Rectifier #6
		2.88		11		*	12			2.88	
Spare Rectifier #7	0.00		2P-30	13	*		14	2P-30	0.00		Spare Rectifier #8
		0.00		15		*	16			0.00	
Area/Lights/GFCI	0.58		1P-20	17	*		18	1P-20	0.18		Cab Duplex Outlet
Gen. Block Heater		1.50	1P-20	19		*	20	---		0.00	Space
Gen. Battery Charger	0.30		1P-20	21	*		22	---	0.00		Space
Space		0.00	---	23		*	24	---		0.00	Space
Space	0.00		---	25	*		26	---	0.00		Space
TVSS (Internal to ILC)		0.00	2P-30	27		*	28	---		0.00	Space
	0.00			29	*		30	---	0.00		Space
Sub-Total (kVA)	9.52	10.14							8.82	8.64	**Sub-Total (kVA)**

	A	B	
	18.34	18.78	
	37.12		**Total Connected (kVA)**

LOAD SUMMARY

Load Description	Connected Load (kVA) A	Connected Load (kVA) B	Demand Factor	Demand Load (kVA) A	Demand Load (kVA) B	
Rectifiers/Equipment	17.28	17.28	1.00	17.28	17.28	
Largest Motor	0.00	0.00	1.25	0.00	0.00	
All Other Motors	0.00	0.00	1.00	0.00	0.00	
Lighting	0.40	0.00	1.25	0.50	0.00	
Duplex Receptacles	0.36	0.00	1.25	0.45	0.00	
Total Miscellaneous	0.30	1.50	1.25	0.80	1.88	
Total Power per Phase				19.03	19.16	kVA
Total Demand Current per Phase				158.58	159.63	Amps
Total Demand Power				38.19		kVA
***Generator Load**				37.51		kVA

*Note: Circuit Load and Demand Factor Provided By Verizon Wireless.

1 / E6 PANEL SCHEDULE

NOT TO SCALE

verizon
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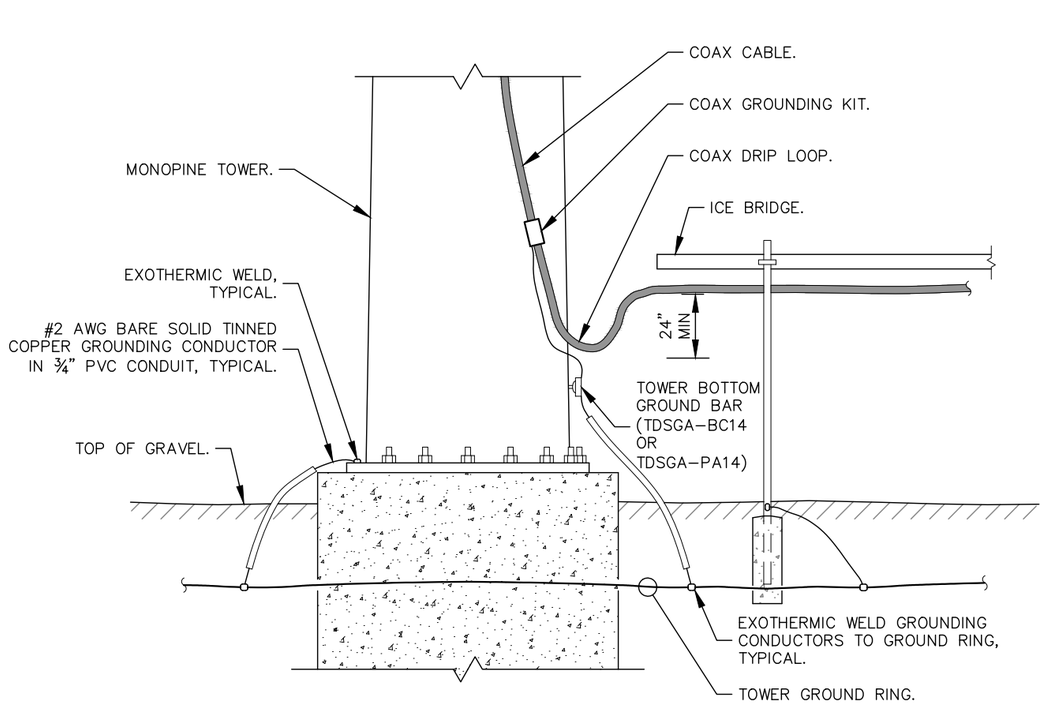
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SHEET NUMBER: E6

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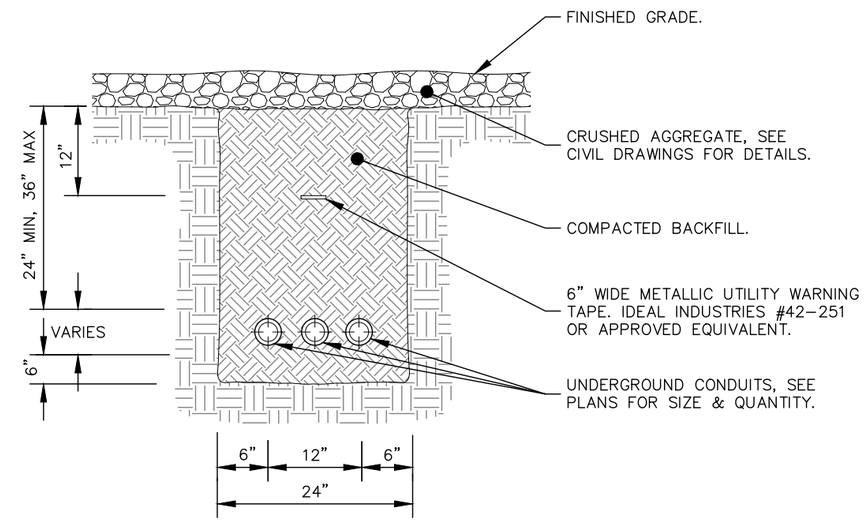
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1 / E7 DRIP LOOP DETAIL

NOT TO SCALE



NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2 / E7 TYPICAL TRENCH DETAIL

NOT TO SCALE

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SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E7

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.

2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 30" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).

3. EQUIPMENT GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.

4. EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER WITH TWO #2 STC GROUND LEADS, TYPICALLY ONE ON EACH SIDE OF ICE BRIDGE.

5. BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING, MONOPOLES AND GUYED TOWERS SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER. EXOTHERMICALLY WELD GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.

6. PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PER THE REQUIRED SPACING. THE GROUND ROD AT THE END OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. EQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS [BETWEEN EQUIPMENT AREA AND TOWER GROUND RINGS] MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.

7. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND RINGS.

8. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.

9. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.

10A. AT GUYED AND SELF SUPPORT TOWERS MOUNT TDSGA-PA14 TOWER BOTTOM GROUND BAR ON DEDICATED POST DIRECTLY BELOW COAX CABLES COMING OFF TOWER. POST TO BE 3.5" OD GALVANIZED SCHEDULE 40 PIPE WITH GALVANIZED PIPE CAP. TOP OF POST TO BE 78" ABOVE GRADE. EMBED POST 30" MINIMUM IN 12" DIAMETER BY 36" DEEP MINIMUM CONCRETE FOOTING WITH TOP OF FOOTING 6" BELOW GRADE. IF TOWER FOUNDATION OBSTRUCTS AUGERED FOOTING, USE POST WITH 10" SQUARE GALVANIZED STEEL FLANGE PLATE WELDED TO BOTTOM AND BOLT FLANGE TO TOP OF CONCRETE TOWER FOOTING.

10B. AT MONOPOLE TOWERS CLAMP TDSGA-BC14 TOWER BOTTOM GROUND BAR DIRECTLY TO TOWER. IF RUNNING COAX INSIDE MONOPOLE, CLAMP ONTO BOTTOM LIP OF EXIT PORT. IF BANDING COAX TO OUTSIDE OF TOWER, CLAMP ONTO STEEL ANGLE WHICH IS BANDED TO TOWER. BOND TDSGA-BC14 TO TOWER GROUND RING WITH TWO #2 STC LEADS LUGGED TO GROUND BAR AND EXOTHERMICALLY WELDED TO GROUND RING.

11. AT EQUIPMENT AREA, INSTALL TDSGA-PA14 EXTERIOR GROUND BAR (THRU-BOLTED STYLE) AT BASE OF (2) INTERIOR H-FRAME POSTS AND AT TOP OF ICE BRIDGE POST WHICH IS NEAREST TO (BUT CLOSER TO TOWER THAN) THE COAX CABLE TERMINATION. MOUNT GROUND BAR TO H-FRAME POSTS AT 6" ABOVE GRAVEL AND TO ICE BRIDGE POST AT 6FT ABOVE GRAVEL.

12. ALL ICE BRIDGE SECTIONS ARE TO BE JUMPERED TOGETHER WITH #2 WIRE, EITHER BARE TINNED COPPER OR GREEN INSULATED STRANDED. ICE BRIDGE SHALL BE GROUNDED AT EACH END WITH #2 STC WIRE LUGGED TO ICE BRIDGE AND EXOTHERMICALLY WELDED TO UPPER PORTION OF NEAREST ICE BRIDGE POST. ICE BRIDGE SECTIONS ABOVE H-FRAME SHALL BE BONDED TO EACH OTHER WITH JUMPERS AT EACH END – THIS ASSEMBLY WILL BE CONSIDERED AS A SINGLE ICE BRIDGE SECTION FOR GROUNDING PURPOSES.

13. BOND EACH ICE BRIDGE POST, H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING – DO NOT DAISY CHAIN POSTS TOGETHER.

14. BOND EACH RF CABINET TO EQUIPMENT GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. LUG TO CABINET BODY USING LOCATION AT WHICH STUDS ON CABINET CHASSIS HAVE DIRECT GROUND WIRE CONNECTION TO CABINET INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS BACK OF CABINET (DO NOT RUN TOWARDS NEAREST CORNER OF CABINET AND THEN BEND GROUND WIRE SHARPLY), ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA.

15. BOND EACH BATTERY CABINET TO GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. RUN GROUND LEAD IN FLEX CONDUIT ALONG BACK OF RBA72 CABINET, ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA. CONNECT TWO HOLE LUG TO BACK OF CABINET AT FACTORY PROVIDED GROUNDING STUDS.

16. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.

17. WHERE PROPANE TANK IS INSTALLED TO FUEL GENERATOR, BOND PROPANE TANK TO GROUND RING WITH A SINGLE #2 STC CLAMPED TO FILLER PIPE OF PROPANE TANK AND EXOTHERMICALLY WELDED TO GROUND RING. GROUND LEAD SHOULD RUN TO TANK SUPPORT AND TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING. IF PROPANE TANK FUEL LINE IS METALLIC AND CROSSES EQUIPMENT GROUND RING, BOND FUEL LINE TO EQUIPMENT GROUND RING WHERE THE TWO LINES CROSS WITH A SINGLE #2 STC CLAMPED TO FUEL LINE AND EXOTHERMICALLY WELDED TO GROUND RING.

18. BOND GPS ANTENNA and GPS ANTENNA MOUNT TO TSDGA GROUND BAR AT BOTTOM OF H-FRAME POST WITH #2 GREEN INSULATED STRANDED GROUND WIRE.

19. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.

20. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.

21. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.

22. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.

23. WHERE GROUND BASED RRU'S, RAYCAP OVP'S OR DIPLEXERS ARE INSTALLED AT THE EQUIPMENT AREA, BOND EACH COMPONENT TO NEAREST TDSGA GROUND BAR BELOW THE COMPONENT WITH #2 GREEN INSULATED STRANDED GROUND WIRE. SINGLE HOLE LUG OR RING TYPE CONNECTOR IS SUITABLE FOR CONNECTION TO GROUNDING STUD ON EACH COMPONENT.

24. NOTIFY VZW CM TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.

25. REFER TO TOWER GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.

26. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.

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ALPHARETTA, GEORGIA 30022

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MDG LOCATION ID: 5000970930

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GEORGIA REGISTERED
No. PE050297
PROFESSIONAL
ENGINEER
TREVOR ROBERT NEWTON

KHA PROJECT NUMBER:
013509546

DRAWN BY:	CHECKED BY:
JW	TRN

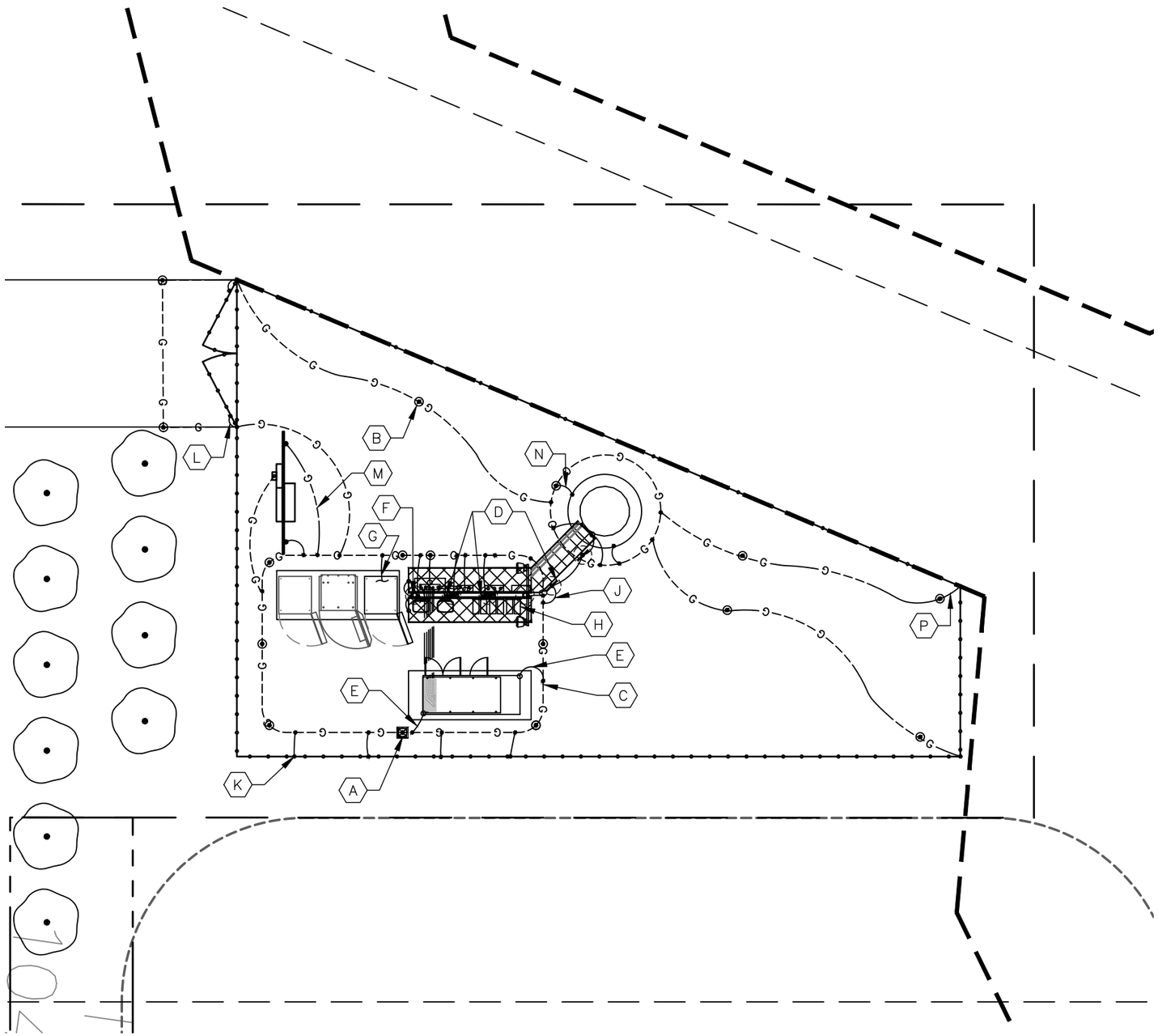
SHEET TITLE:
GROUNDING NOTES

SHEET NUMBER:
E8

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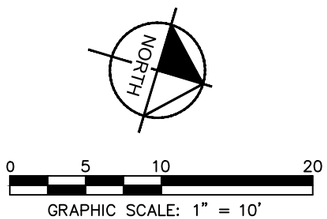
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1 / E9 GROUNDING PLAN

SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E11).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E11 AND NOTES 2 AND 3 ON E8).
- (C) TOWER AND EQUIPMENT GROUND RING (SEE NOTES 1, 3, 4, 5, 6 AND 7 ON E8).
- (D) TDSGA–PA14 OR TDSGA–BC14 WHERE APPLICABLE (SEE NOTES 10 AND 11 ON E8).
- (E) GENERATOR GROUNDING (SEE NOTE 16 ON E8).
- (F) GPS ANTENNA GROUNDING (SEE NOTE 18 ON E8).
- (G) RF CABINET GROUNDING (SEE NOTE 14 ON E8).
- (H) RRU'S AND OVP'S GROUNDING (SEE NOTE 23 ON E8).
- (J) ICE BRIDGE POST BOND TO GROUND RING, TYPICAL (SEE NOTES 12 AND 13 ON E8).
- (K) FENCE POST GROUNDING, TYPICAL. (SEE NOTE 22 ON E8).
- (L) GATE GROUNDING, TYPICAL. (SEE NOTES 19, 20 & 21 ON E8).
- (M) UTILITY H–FRAME GROUNDING, TYPICAL. (SEE SHEET E4 AND NOTE 13 ON E8).
- (N) TOWER GROUNDING, TYPICAL. (SEE NOTES 5, 6 & 25 ON E8).
- (P) GROUND RADIALS, TYPICAL (SEE NOTE 6 ON E8).
- (Q) REFER TO SHEETS E8, E10, E11 & E12 FOR GROUNDING NOTES, DETAILS, AND SPECIFICATIONS.

LEGEND:

- G—G— GROUND RING
- G—⊙—G— GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- ● EXOTHERMIC WELD
- ▣ GROUND ROD TEST WELL (SEE DETAIL 1/E11)
- MECHANICAL CONNECTION

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GEORGIA REGISTERED ★ No. PE050297 PROFESSIONAL ENGINEER ★ TREVOR ROBERT NEWTON

KHA PROJECT NUMBER: 013509546

DRAWN BY: JW | CHECKED BY: TRN

SHEET TITLE: GROUNDING PLAN

SHEET NUMBER: E9

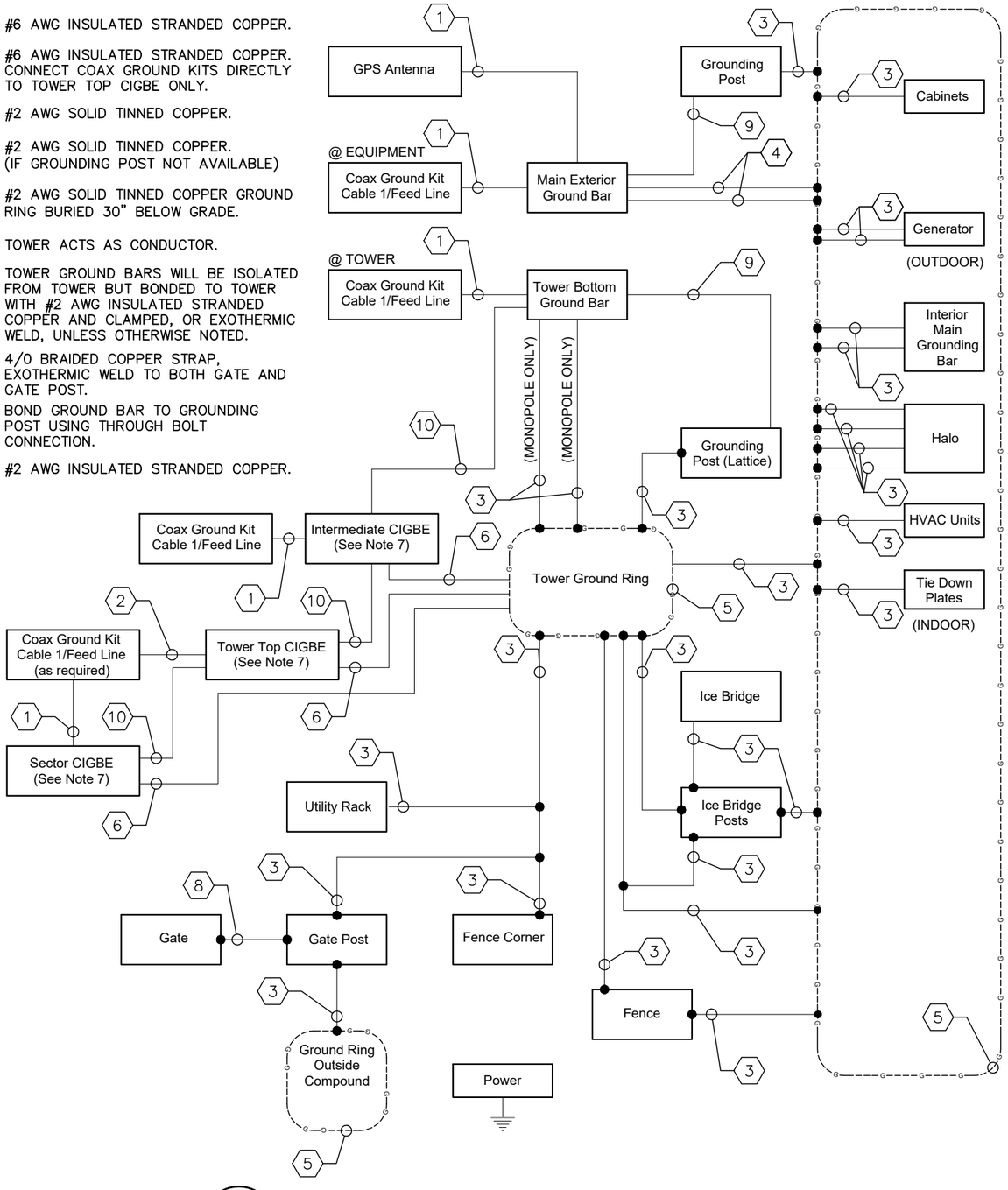
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KEY NOTES - ELECTRICAL EQUIPMENT

1. #6 AWG INSULATED STRANDED COPPER.
2. #6 AWG INSULATED STRANDED COPPER. CONNECT COAX GROUND KITS DIRECTLY TO TOWER TOP CIGBE ONLY.
3. #2 AWG SOLID TINNED COPPER.
4. #2 AWG SOLID TINNED COPPER. (IF GROUNDING POST NOT AVAILABLE)
5. #2 AWG SOLID TINNED COPPER GROUND RING BURIED 30" BELOW GRADE.
6. TOWER ACTS AS CONDUCTOR.
7. TOWER GROUND BARS WILL BE ISOLATED FROM TOWER BUT BONDED TO TOWER WITH #2 AWG INSULATED STRANDED COPPER AND CLAMPED, OR EXOTHERMIC WELD, UNLESS OTHERWISE NOTED.
8. 4/0 BRAIDED COPPER STRAP, EXOTHERMIC WELD TO BOTH GATE AND GATE POST.
9. BOND GROUND BAR TO GROUNDING POST USING THROUGH BOLT CONNECTION.
10. #2 AWG INSULATED STRANDED COPPER.



1 E10 GROUNDING SINGLE LINE DIAGRAM

NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

A. PROPOSED ANTENNA.

B. COAX OR HYBRID CABLE GROUNDING KIT, TYPICAL. GROUNDING KITS ARE REQUIRED EVERY 75 FT MAXIMUM EXCEPT WHERE COAX IS CONCEALED INSIDE MONOPOLE OR OTHER INACCESSIBLE SPACE.

C. #6 AWG INSULATED GROUNDING CONDUCTOR FROM COAX GROUND KIT TO TOWER GROUND BAR, TYPICAL.

D. SECTOR CIGBE GROUND BAR, PROVIDE ONE PER SECTOR NEXT TO ANTENNAS (OPTIONAL ON GUYED TOWERS) AND ISOLATED FROM TOWER. BOND TO TOWER OR SECTOR FRAME WITH #2 AWG SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

E. TOWER TOP CIGBE GROUND BAR MOUNTED TO TOWER WHERE COAX CABLES LEAVE VERTICAL WAVE GUIDE SUPPORT OR COMMON CABLE TRAY. TYPICALLY OCCURS ON GUY TOWERS (IN LIEU OF SECTOR CIGBE'S), ROOFTOPS, OR ON WATER TANKS (THRU-BOLTED TO MESSENGER PIPE) IN ORDER TO MAINTAIN 75 FEET MAXIMUM DISTANCE BETWEEN COAX GROUND KITS. ISOLATE CIGBE FROM TOWER AND BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

F. COAX OR HYBRID CABLE.

G. #2 AWG INSULATED, STRANDED COPPER. (SEE NOTE P BELOW)

H. INTERMEDIATE CIGBE GROUND BAR MOUNTED TO TOWER BELOW AND WITHIN 3 FEET OF COAX GROUND KITS AND ISOLATED FROM TOWER (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS). BOND TO TOWER WITH #2 AWG BARE SOLID TINNED COPPER AND APPROVED CLAMP. (SEE NOTE P BELOW)

J. TOWER BOTTOM GROUND BAR TDSGA-PA14 ON DEDICATED STEEL POST WHERE POSSIBLE; OTHERWISE TDSGA-BC14 CLAMPED DIRECTLY TO TOWERS STEEL (THRU-BOLTED TO MESSENGER PIPE ON WATER TANKS).

K. #2 AWG BARE STRANDED TINNED COPPER GROUNDING CONDUCTOR WHEN USING TDSGA-BC14. TYPICAL TWO CONNECTIONS TO GROUND RING.

L. #2 AWG SOLID TINNED COPPER TOWER GROUND RING.

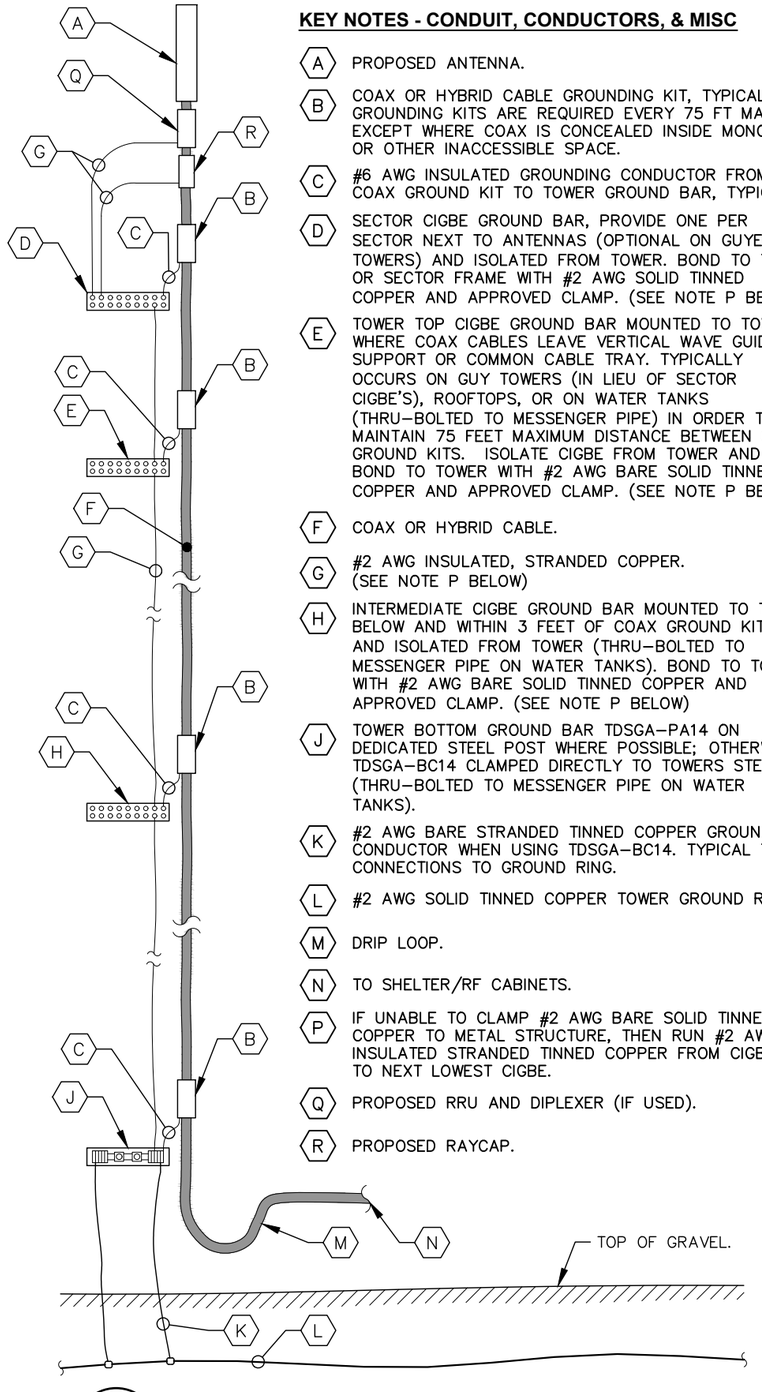
M. DRIP LOOP.

N. TO SHELTER/RF CABINETS.

P. IF UNABLE TO CLAMP #2 AWG BARE SOLID TINNED COPPER TO METAL STRUCTURE, THEN RUN #2 AWG INSULATED STRANDED TINNED COPPER FROM CIGBE TO NEXT LOWEST CIGBE.

Q. PROPOSED RRU AND DIPLEXER (IF USED).

R. PROPOSED RAYCAP.



2 E10 COAX-TOWER GROUNDING SCHEMATIC

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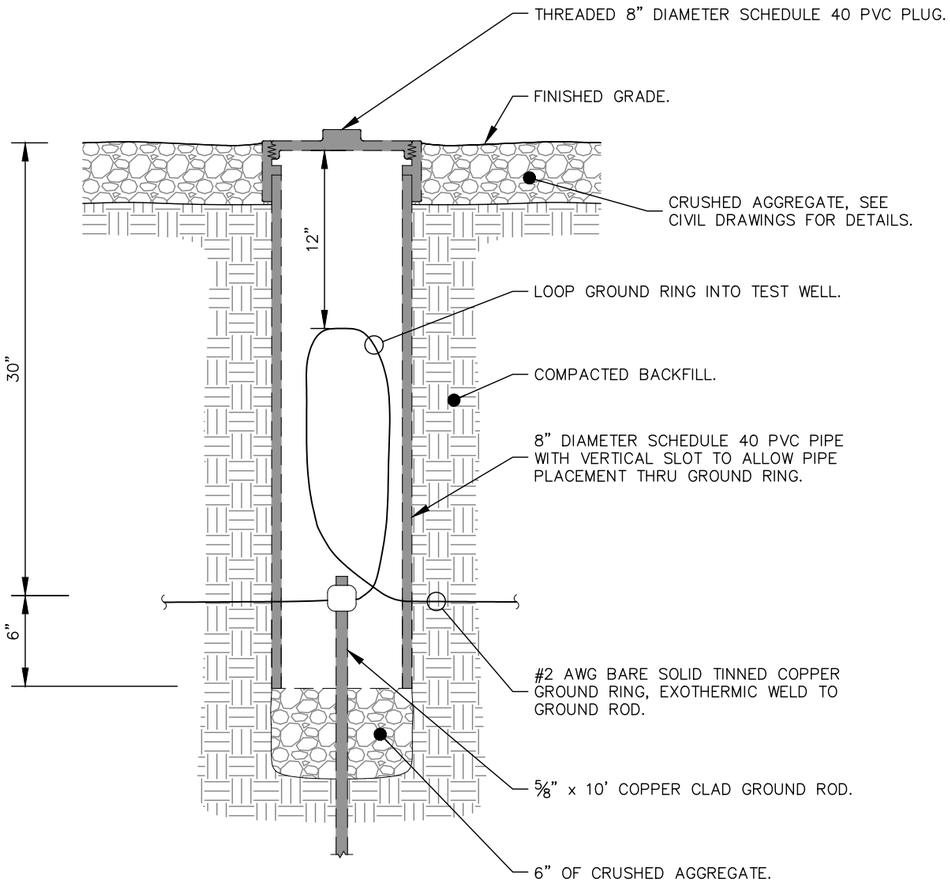
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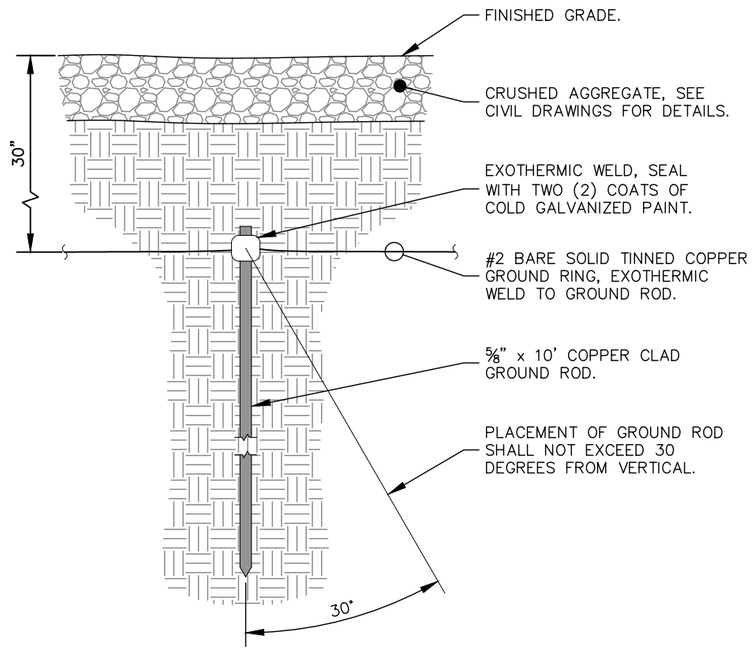
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1 E11 GROUND ROD TEST WELL DETAIL

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2 E11 GROUND ROD INSTALLATION DETAIL

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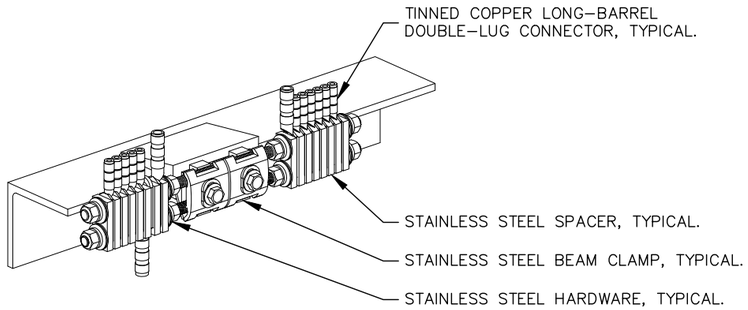
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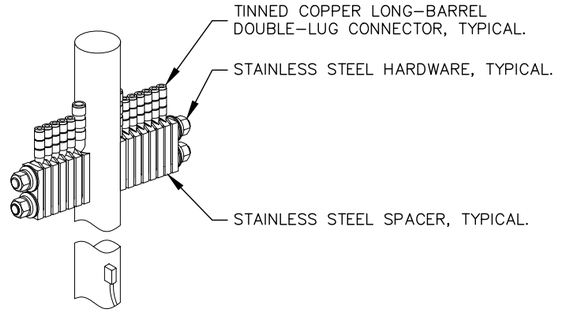
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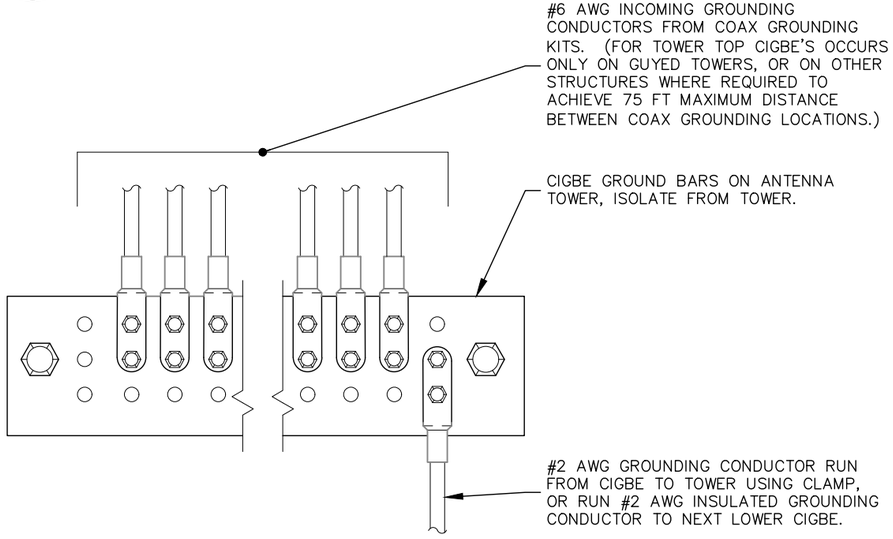
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2 E12 BAR NONE POST MOUNTED (TDSGA-PA14)

NOT TO SCALE



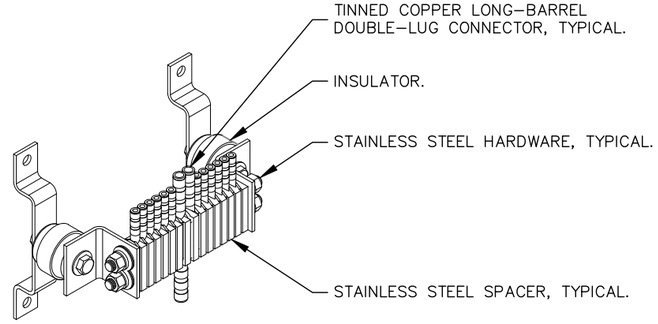
3 E12 ANTENNA GROUND WIRE INSTALLATION DETAIL

NOT TO SCALE

NOTES:

1. ALL CIGBE GROUND BARS ON TOWER ARE TO BE ERICO TDSGA. TYPICALLY USE TDSGA–WB17 ISOLATED FROM UNISTRUT BRACKET.

2. IF CIGBE CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, VIA CLAMP OR EXOTHERMIC WELD, THEN RUN #2 AWG BLACK GROUND LEAD FROM CIGBE DOWN TO NEXT LOWER CIGBE. SECURE GROUND LEAD WITH NON–METALIC TIES AT SAME SPACING AS COAX SUPPORTS.



4 E12 BAR NONE INSULATED (TDSGA-WB17)

NOT TO SCALE

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON_ONE_DRAN_RELO
MDG LOCATION ID: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

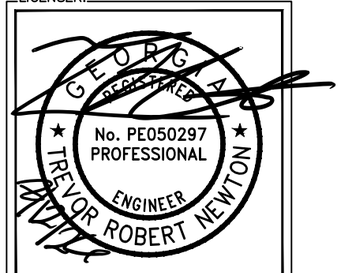
PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV: DATE: ISSUED FOR: BY:

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KHA PROJECT NUMBER: 013509546

DRAWN BY: JW CHECKED BY: TRN

SHEET TITLE: GROUNDING DETAILS

SHEET NUMBER: E12

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1 / C1 OVERALL PARCEL PLAN

SCALE: 1" = 100'

NORTH

0 50 100 200

GRAPHIC SCALE: 1" = 100'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON ONE DRAN TOW
MDG LOCATION ID.: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013509443

DRAWN BY:	CHECKED BY:
WJW	TRN

SHEET TITLE:

OVERALL PARCEL PLAN

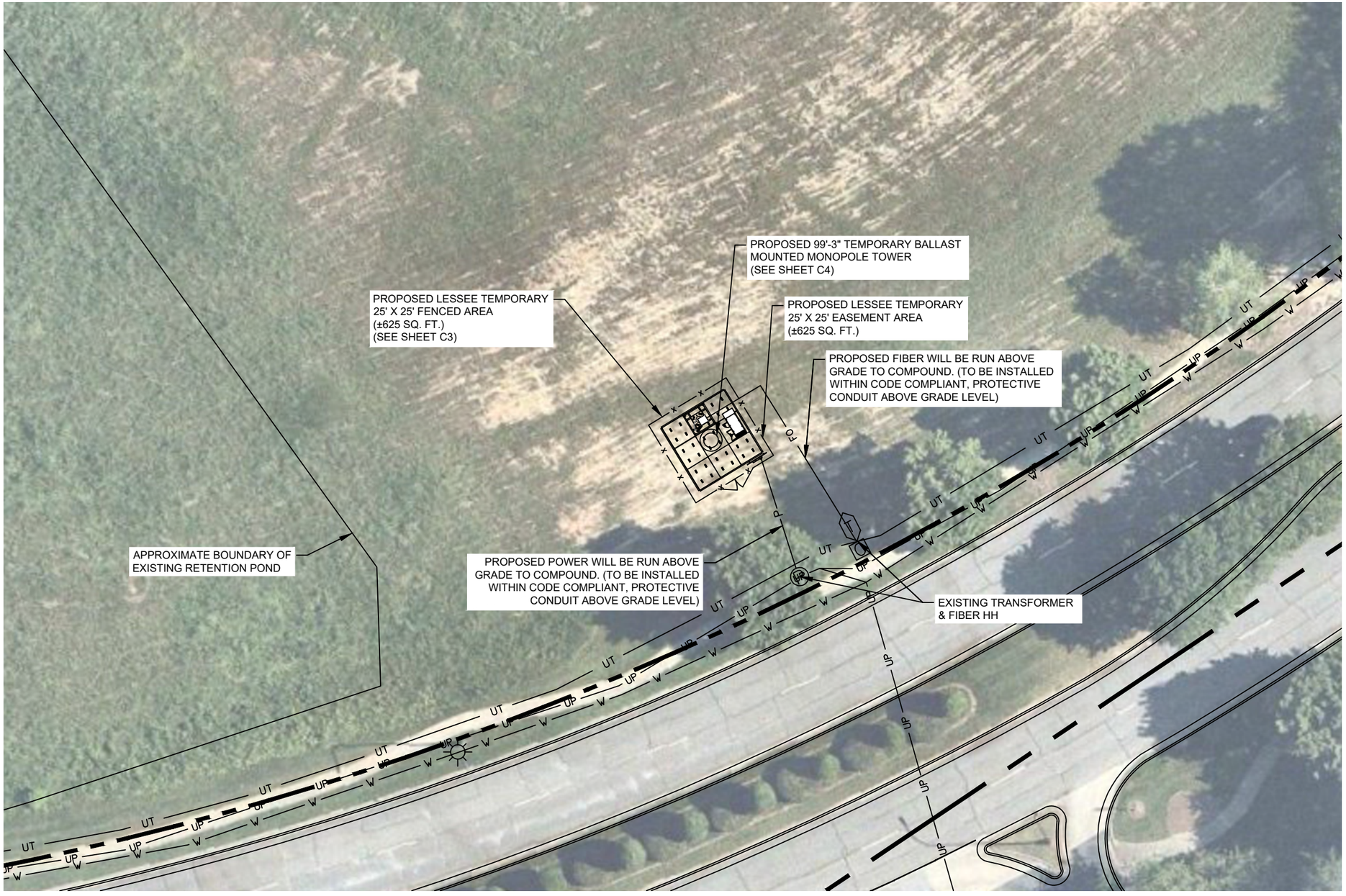
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1 / C2 OVERALL SITE PLAN

SCALE: 1" = 30'

NORTH

0 15 30 60

GRAPHIC SCALE: 1" = 30'

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON ONE DRAN TOW
MDG LOCATION ID.: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
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PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
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DRAWN BY:	CHECKED BY:
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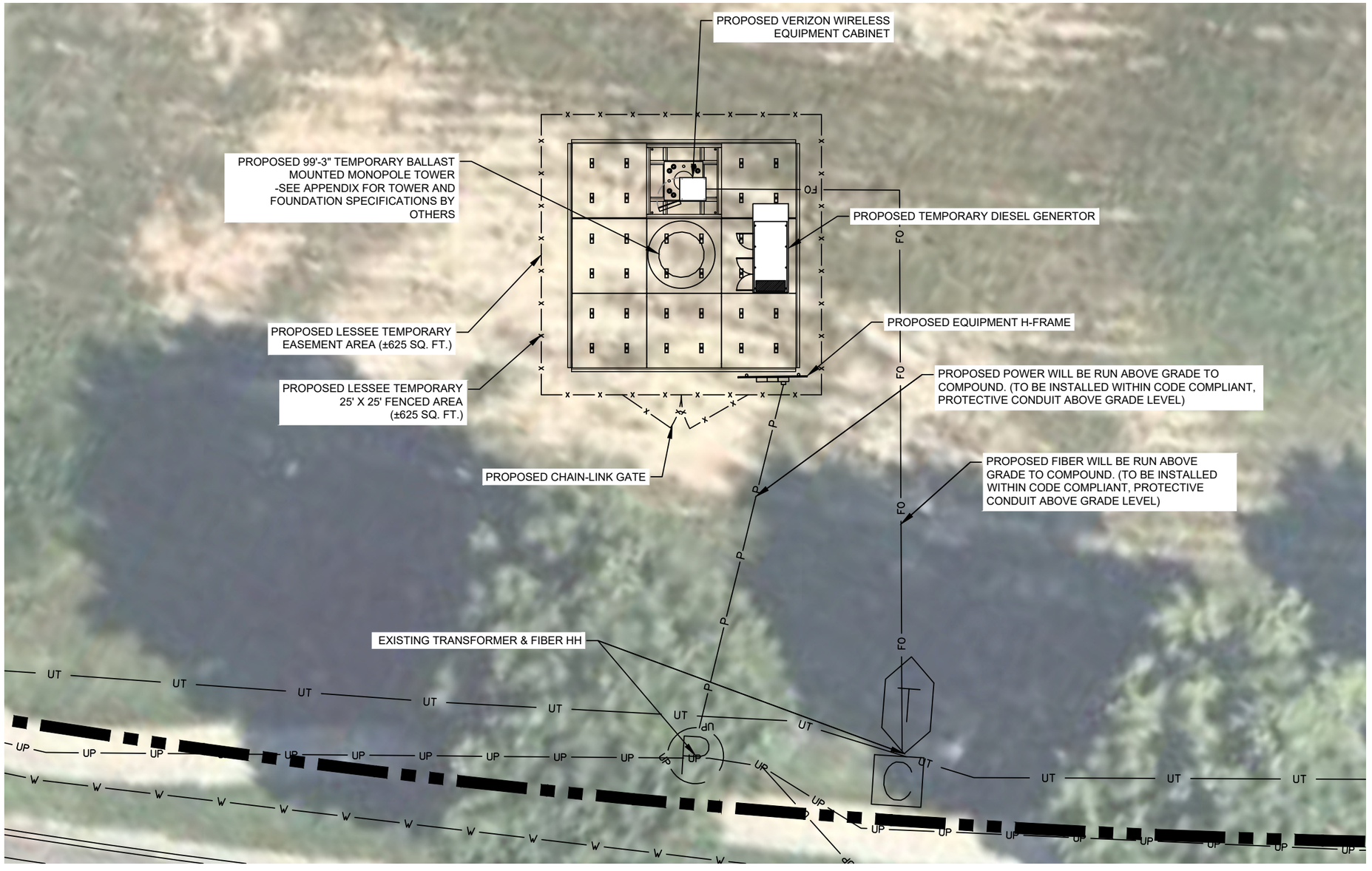
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OVERALL SITE PLAN

SHEET NUMBER:
C2

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1 / C3 SITE PLAN

SCALE: 1" = 10'

NORTH

0 5 10 20

GRAPHIC SCALE: 1" = 10'

verizon

10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON ONE DRAN TOW
MDG LOCATION ID.: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

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PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013509443

DRAWN BY:	CHECKED BY:
WJW	TRN

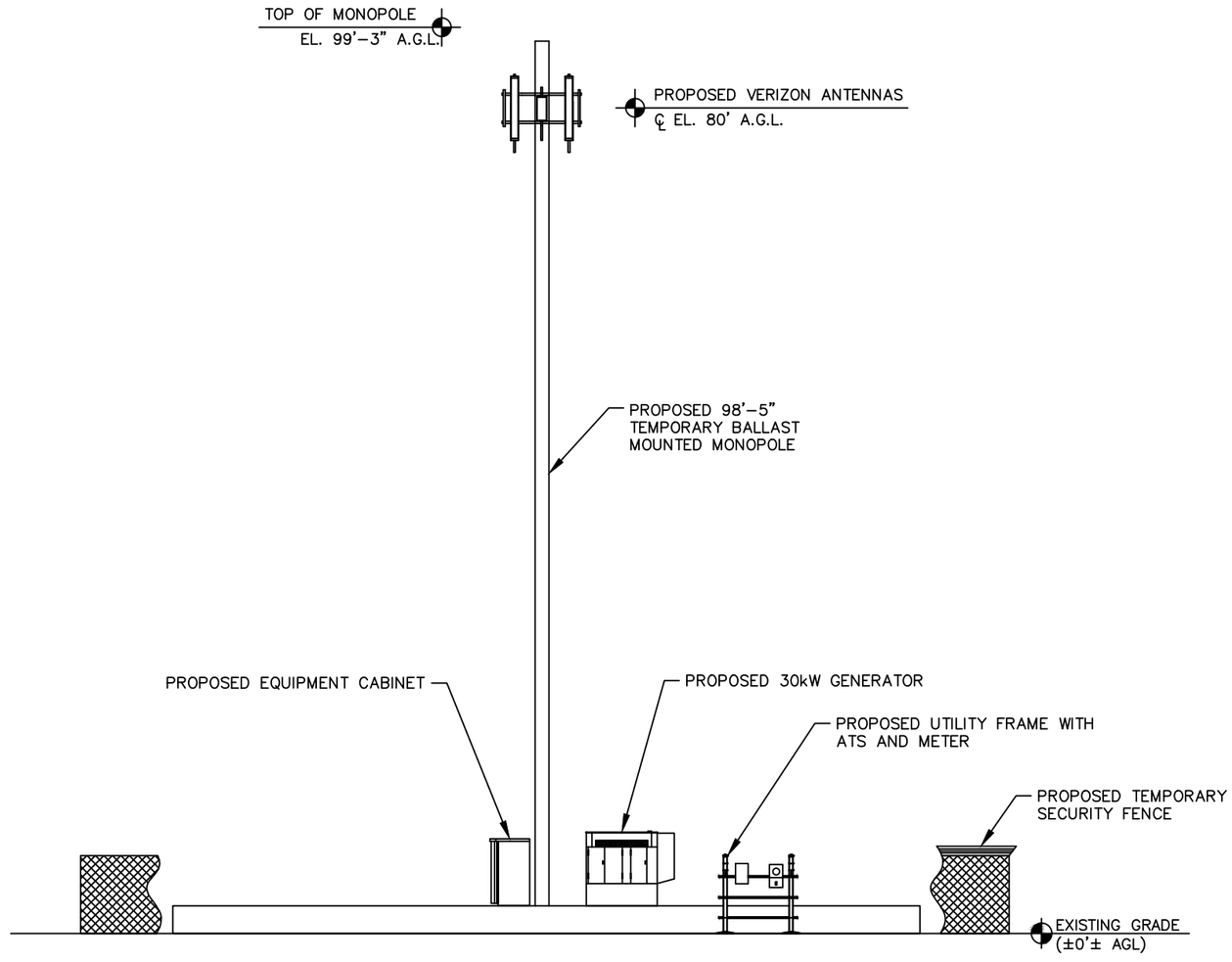
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C3

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1 / C4 TEMPORARY TOWER ELEVATION

NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. PROPOSED ANTENNAS WILL BE LIGHT GRAY IN COLOR
4. REFER TO STRUCTURAL ANALYSIS (BY OTHERS) FOR THE TOWER, FOUNDATION, AND SUPPORTING SOIL CALCULATIONS.

NOTE:
ALL INFORMATION ON THIS PAGE IS PROVIDED BY VERIZON WIRELESS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE VERIZON WIRELESS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, AND COAX CABLE INFORMATION.

verizon
10300 OLD ALABAMA ROAD CONNECTOR
ALPHARETTA, GEORGIA 30022

PROJECT INFORMATION:

SITE NAME:
VERIZON ONE DRAN TOW
MDG LOCATION ID.: 5000970930

1 VERIZON PLACE
MILTON, GA 30004
FULTON COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

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NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013509443

DRAWN BY: WJW CHECKED BY: TRN

SHEET TITLE:
TEMPORARY TOWER ELEVATION

SHEET NUMBER:
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AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular Steven Krokoff Steven Krokoff (Nov 12, 2026 17:31:20 EST)
DEPARTMENT:	City Manager	Steven Krokoff, City Manager
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of a Resolution directing the City Manager to deliver a "Diligence Approval Notice" to the Sellers under that certain Purchase and Sale Agreement dated September 21, 2026, regarding the acquisition of the Verizon Place property.	
STATEMENT OF PURPOSE:	To obtain Council direction on whether to proceed beyond due diligence under the Verizon Place purchase agreement.	
FINANCIAL IMPACT:	The purchase price is $26,250,000. The agreement required an initial $100,000 earnest money deposit and requires an additional $500,000 deposit following delivery of the Diligence Approval Notice. Both deposits will be credited toward the purchase price at closing, leaving a remaining balance of $25,650,000, before applicable prorations, closing costs, and adjustments.	
RECOMMENDED ACTION:	Approve the resolution directing the City Manager to deliver the Diligence Approval Notice under the previously approved purchase and sale agreement, authorizing the City to proceed toward closing based on the completed due-diligence review and available funding.	

EXECUTIVE SUMMARY:

Council is asked to direct delivery of the Diligence Approval Notice, advancing the acquisition toward closing after confirmation of acceptable diligence findings and funding.

PURPOSE/BACKGROUND:

On September 21, 2026, City Council approved a purchase and sale agreement with Cellco Partnership and GTE Wireless LLC for approximately 51.32 acres at One, Two, and Three Verizon Place. The agreement establishes a purchase price of $26,250,000 and a 60-day due-diligence period during which the City may evaluate the property before determining whether to proceed with the acquisition.

The due-diligence period is scheduled to expire on November 20, 2026, with closing anticipated by December 1, 2026, subject to the terms of the purchase agreement. Council's November 16 consideration provides direction on whether to proceed with the acquisition before the contractual deadline.

Under the Memorandum of Understanding presented separately for Council consideration, the City would assign its interest in the purchase agreement to the Development Authority of Milton, which would complete the acquisition using funds provided by the City. The City would retain sole authority over the decision to approve or terminate due diligence. Following acquisition and identification of the park parcel or parcels to the City's satisfaction, the Authority would convey those areas to the City, with the remaining property managed for complementary economic development.

STAFF ANALYSIS:
The City's due-diligence efforts have included title and easement review, property surveys, appraisal, environmental and building assessments, demolition planning, telecommunications requirements, and evaluation of potential recreation and economic development opportunities. Based on the findings of these efforts and the status of any remaining issues, Council is being asked to authorize delivery of the Diligence Approval Notice, allowing the acquisition to advance toward closing.

This action would confirm the City's decision to proceed under the purchase agreement but would not constitute approval of a final site development plan, specific recreational improvements, or future redevelopment activities.

FINANCIAL IMPACT:
The agreement required a $100,000 initial deposit and requires an additional $500,000 deposit within the contractual period following diligence approval. Both deposits are credited toward the purchase price at closing. With both deposits applied, the remaining purchase-price balance would be $25,650,000, before interest credits, prorations, closing costs, and other adjustments.

The City will also incur transaction and ownership costs, including applicable legal, title, survey, environmental, maintenance, security, demolition, and site-development expenses. Future parcel-sale proceeds are an intended means of reducing the City’s net investment, but their amount and timing are not guaranteed. The purchase agreement is not contingent on financing.

ALTERNATIVES CONSIDERED:
Council may authorize delivery of the approval notice, direct termination under the agreement, or seek an extension or revised terms acceptable to the sellers. Deferral alone does not extend the diligence period.

LEGAL AND REGULATORY CONSIDERATIONS:
This resolution provides the subsequent Council decision contemplated when the purchase agreement was presented. Under Section 5(c), delivery of a Diligence Approval Notice is the City’s unconditional and irrevocable election to waive its broad right to terminate the agreement during due diligence. The initial deposit then becomes nonrefundable except as otherwise expressly provided in the agreement. Other contractual closing conditions and protections remain applicable.

If the City delivers neither an approval notice nor a termination notice by the contractual deadline, the agreement provides for automatic termination. Accordingly, the decision must be made and communicated within the agreement’s required time.

OPERATIONAL IMPACT:
Staff would coordinate delivery of the Diligence Approval Notice, payment of the additional earnest money deposit, and remaining activities necessary to prepare for closing within the contractual deadlines. Following acquisition, the City and its contractors would be responsible for ongoing property maintenance and monitoring, while planning for future uses would require coordination between the City and Development Authority.

COMMUNITY/STAKEHOLDER IMPACT:
The acquisition would allow the City to plan the Verizon property together with its existing Deerfield holdings, with expanded recreation and public space as a central purpose. Complementary economic development on portions of the property could help offset the public investment and expand the tax base. The final allocation of land and specific improvements remain subject to further planning and approval.

STRATEGIC ALIGNMENT:
Aligns with Strategic Priority #2, Continue.smart.land.planning.to.keep.Milton.unique, and Strategic Priority #3, Acquire?manage?and.develop.public.land.and.resources.to.support.Milton's.high.quality.of.life, by supporting coordinated planning for future park, recreation, and economic development opportunities.

STAFF RECOMMENDATION:

Approve the resolution directing the City Manager to deliver the Diligence Approval Notice, subject to confirmation before delivery that the final diligence findings are acceptable, material outstanding issues have been addressed, and Finance has confirmed the funds and authorizations needed to meet the City's obligations.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – Bernadette Harvill (Nov 12, 2026 17:32:03 EST)

Legal Review: Jeff Strickland, Jarrard & Davis, LLP – November 12, 2026

Concurrent Review: Stacey Inglis, Deputy City Manager – Stacey Inglis (Nov 12, 2026 17:32:29 EST)

ATTACHMENTS:

Resolution directing delivery of the Diligence Approval Notice

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MILTON, GEORGIA, TO DIRECT THE CITY MANAGER TO DELIVER A "DILIGENCE APPROVAL NOTICE" TO THE SELLERS IN ACCORDANCE WITH THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 21, 2026, REGARDING THE ACQUISITION OF THE VERIZON PLACE PROPERTIES

WHEREAS, on September, 21, 2026, the City entered into a Purchase and Sale Agreement, as Buyer, with Cellco Partnership and GTE Wireless LLC, as Sellers, for approximately 51.32 acres at One, Two, and Three Verizon Place (the "Property"); and

WHEREAS, the Agreement, at Section 5(c), establishes a 60-day period for the City to evaluate the Property before deciding whether to proceed with the acquisition (the "Due Diligence Period"); and

WHEREAS, the Due Diligence Period runs from the Agreement Date (September 21, 2026) through and including November 20, 2026 (the "Diligence Approval Date"); and

WHEREAS, on or by the Diligence Approval Date, the City must deliver written notice to the Sellers of either (i) Buyer's unconditional and irrevocable election to terminate the Agreement (a "Diligence Termination Notice"), or (ii) Buyer's unconditional and irrevocable election to waive its right to terminate this Agreement (a "Diligence Approval Notice"); and

WHEREAS, the Agreement provides that if Buyer fails to timely deliver either of the two notices referenced above, then Buyer will be deemed to have delivered to Sellers a Diligence Termination Notice; and

WHEREAS, the City finds that the acquisition of the Property would allow the City to coordinate the future redevelopment of the Property together with the City's existing Deerfield holdings, with expanded recreation and public space as a central purpose, and that complementary economic development on portions of the Property could help offset the public investment and expand the tax base.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Milton that the City Manager is hereby directed to timely deliver a Diligence Approval Notice, subject to confirmation before delivery that the final diligence findings are acceptable, material outstanding issues have been addressed, and

Finance has confirmed the funds and authorizations needed to meet the City's obligations under the Agreement may be met.

SO RESOLVED this _____ day of _____, 2026.

_____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk

(SEAL)

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	City Manager	Steven Krokoff, City Manager
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of a Memorandum of Understanding regarding an Economic Development Project in Milton, Georgia, including assignment of the City's interest in that certain Purchase and Sale Agreement dated September 21, 2026, regarding the acquisition of the Verizon Place property.	
STATEMENT OF PURPOSE:	To establish the City and Development Authority responsibilities for acquiring Verizon Place, reserving park property, and managing economic development parcels.	
FINANCIAL IMPACT:	The City funds the $26,250,000 acquisition plus applicable costs. Net proceeds from future economic development parcel sales return to the City.	
RECOMMENDED ACTION:	Approve the MOU in the final form reviewed by the City Attorney and authorize the Mayor to execute it.	

Steven Krokoff
Steven Krokoff (Nov 12, 2026 17:17:43 EST)

EXECUTIVE SUMMARY:

The proposed Memorandum of Understanding establishes the respective responsibilities of the City and the Development Authority of Milton for acquiring and planning the approximately 51.32-acre Verizon Place property.

PURPOSE/BACKGROUND:

Under the MOU, the City would assign its interest in the previously approved purchase agreement to the Development Authority, which would complete the acquisition using funding provided by the City. The MOU establishes the framework for the Authority's role in the acquisition and subsequent ownership and management of the property.

STAFF ANALYSIS:

Following acquisition, the City and Authority would work together on a site development plan that reserves the acreage and locations the City determines are needed for its park and recreation project. Once those areas are defined to the City's satisfaction, the Authority would convey them to the City at no additional cost beyond the City's obligations under the MOU. The park property may consist of one or more tracts.

The remaining land would be available for complementary economic development managed by the Authority. Council would retain the final decision regarding the character of those development parcels. That decision would not constitute zoning approval or approval of a particular site development plan. Future development would proceed in accordance with a master plan and any associated zoning amendments separately approved by City Council, as applicable, and through the City's established development review procedures.

FINANCIAL IMPACT:

The City would provide the funds necessary to close the acquisition after reviewing and approving the final settlement statement. Assignment of the contract does not shift the acquisition's funding responsibility away from the City.

The contractual purchase price is $26,250,000, subject to applicable credits, prorations, and adjust
Transaction costs and subsequent property expenses must also be addressed through the City's financial planning and applicable budget approvals.

Future sales of economic development parcels could offset a portion of the City's acquisition costs. Under the MOU, these parcels would be sold at fair market value, with all net proceeds, after deduction of the Authority's reasonable sale-related expenses, returned to the City within five business days following each closing. The timing of future sales and the amount of proceeds are not guaranteed.

ALTERNATIVES CONSIDERED:
Council may approve the MOU, request changes to the allocation of responsibilities, or retain the purchase agreement in the City's name and pursue another implementation structure.

LEGAL AND REGULATORY CONSIDERATIONS:
This arrangement provides a coordinated process for preserving land for public recreation while positioning other portions of the property for private investment. It does not select a developer, establish final parcel boundaries, or approve a specific development proposal.

OPERATIONAL IMPACT:
City and Authority staff would coordinate acquisition, the site development plan, identification and conveyance of park tracts, and disposition of economic development parcels. The City would retain authority over the decision to proceed with the acquisition, which is being considered under a separate agenda item. Implementation of the MOU would require ongoing coordination between the City and Authority, with future actions subject to applicable approvals.

COMMUNITY/STAKEHOLDER IMPACT:
The proposed structure reserves land for public recreation while allowing complementary private investment on the remaining property. Final development proposals would remain subject to the applicable City review and public processes.

STRATEGIC ALIGNMENT:
Aligns with Strategic Priority #2, Continue.smart.land.planning.to.keep.Milton.unique, and Strategic Priority #3, Acquire?manage?and.develop.public.land.and.resources.to.support.Milton's.high.quality.of.life, by supporting coordinated planning for future park, recreation, and economic development opportunities.

STAFF RECOMMENDATION:
Approve the Memorandum of Understanding in the final form reviewed by the City Attorney and authorize the Mayor to execute it, with implementation coordinated with the Development Authority's approval and the City's separate diligence decision.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – Bernadette Harvill
Bernadette Harvill (Nov 12, 2026 17:18:52 EST)
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – November 12, 2026
Concurrent Review: Stacey Inglis, Deputy City Manager – Stacey Inglis
Stacey Inglis (Nov 12, 2026 17:19:44 EST)

ATTACHMENTS:
Memorandum of Understanding regarding an Economic Development Project in Milton, Georgia
Exhibit A – Purchase and Sale Agreement

MEMORANDUM OF UNDERSTANDING
REGARDING AN ECONOMIC DEVELOPMENT PROJECT
IN MILTON, GEORGIA

This Memorandum of Understanding (the "Agreement") is made and entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a Georgia municipal corporation (hereinafter "City"), and the **DEVELOPMENT AUTHORITY OF MILTON**, an instrumentality of the State of Georgia and a public corporation (the "Authority"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia permits the General Assembly to create development authorities, and the General Assembly enacted the Development Authorities Law, O.C.G.A. § 36-62-1 et seq.; and

WHEREAS, the Authority was created pursuant to the Development Authorities Law and, in accordance with O.C.G.A. § 36-62-4(c), activated by resolution of the Mayor and Council of the City; and

WHEREAS, pursuant to O.C.G.A. § 36-62-6(a)(3), the Authority has all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Development Authorities Law, including, the power to make and execute contracts and other instruments necessary to exercise the powers of the Authority, any of which contracts may be made with the City, and the City is authorized to enter into contracts with the Authority; and

WHEREAS, the Authority is authorized by general law to "acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as part of any project" and to "sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes" (*see* O.C.G.A. § 36-62-6); and

WHEREAS, the City is under contract to acquire certain Property (as defined herein) and desires to assign its rights under that certain Purchase and Sale Agreement dated September 21, 2026 (the "Purchase Contract"), a copy of which is attached hereto marked Exhibit A, to the Authority for the Authority to close said transaction and thereafter to use the Property or a portion of the Property in a "Project" as defined under the Development Authorities Law, in part, as real property acquired or held by the Authority for the assistance, promotion, establishment or development of a new industry or industries, or the assistance, promotion or expansion of existing industry, trade or commerce in the City of Milton (*see* O.C.G.A. § 36-62-2) and as such Project is more particularly described herein.

NOW, **THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. THE PROPERTY

Those certain parcels of land totaling 51.32 acres, more or less, located at Land Lots 1114, 1115, 1118, and 1119, 2nd District, 2nd Section in the City of Milton, Fulton County, Georgia, with assigned Fulton County Tax Parcel Number ("TPN") 22 544011140234 and TPN 22 544011150290, referred to as One, Two, and Three Verizon Place, Milton, Georgia 30004 (the "Property"), and being more particularly described in the Purchase Contract attached at Exhibit A.

2. ASSIGNMENT BY THE CITY; CONTINUED COOPERATION AND COORDINATION BETWEEN THE PARTIES

The City hereby assigns its interest in the Purchase Contract to the Authority, and the Authority accepts such assignment under the terms and conditions as herein stated. The Authority shall use the Property, in coordination with the City, in furtherance of the Project defined and described herein. The City shall coordinate all remaining due diligence regarding the acquisition of the Property under the terms of the Purchase Contract and shall retain the right, in its sole discretion, to determine whether a "Diligence Termination Notice" or a "Diligence Approval Notice" shall be delivered to the Seller in accordance with Section 5(c) of the Purchase Contract. If the Purchase Contract is terminated by a "Diligence Termination Notice," then this Agreement shall also automatically terminate.

If the Purchase Contract proceeds to Closing (as described in the Purchase Contract), following its review and approval of the final Settlement Statement, the City shall transfer all necessary funds into escrow to satisfy the obligations of the Buyer under the Settlement Statement and the City and the Authority shall cooperatively work together to complete the Closing of the Property purchase.

3. AUTHORITY REPRESENTATIONS

The Authority warrants that it is knowledgeable of, and shall adhere to, those general and local laws applicable to it and the disposition of real estate by a public body politic. To wit, the Authority has knowledge of its own enabling legislation, those pertinent portions of the Georgia Constitution, those ethical considerations of the City Ordinances, the Code of Ethics for Government Service (O.C.G.A. § 45-10-1), and the general laws defining the powers, duties, standards and limitations applicable to Development Authorities at O.C.G.A. § 36-62-1, *et seq*., and shall conduct all activities contemplated by and under this Agreement in full compliance with all such standards and obligations, and any other applicable legal requirements.

4. PROJECT REQUIREMENTS

a. Site Development; City Park Parcel. The Authority and the City (or designated representatives thereof) shall work cooperatively to finalize a Property site development plan that shall include acreage and location as directed by the City as needed for its separate park and recreation development project (the "City Park Parcel") and the remainder of the Property shall be available for economic development to be managed by the Authority. The City Park Parcel may be made up of a single tract of land or multiple tracts of land. Once the City Park Parcel is defined

to the satisfaction of the City, such tract or tracts of land shall be conveyed from the Authority to the City at no further cost or consideration of the City beyond its obligations under this Agreement.

b. Economic Development Parcels. The Authority shall use best efforts to complete the Project in a timely and efficient manner. In conjunction with the site development plan referenced above and the determination of the City Park Parcel, the remaining land shall be subdivided in a manner that best accomplishes the economic development goals established through coordination and cooperation between the Parties (the "Economic Development Parcels"). The development of the Economic Development Parcels is intended to be complimentary to the public park and recreational uses of the City Park Parcel; however, the final decision regarding the character of any of the Economic Development Parcels shall remain with the City Council as the local governing body of the City. Such City Council approval does not include (and shall not amount to) any zoning decision or approval of any particular site development plan, all of which will be processed through the City under standardized procedures and subject to all applicable state and local laws, regulations and policies.

c. Capital Return to City. The Economic Development Parcels, however subdivided, shall be sold for fair market value. Upon the sale of any portion of the Economic Development Parcels, all net proceeds recognized from such sale(s) shall be delivered from the Authority to the City within five (5) business days following the date of the Authority's closing thereon. As used herein, "net proceeds" shall mean all sale proceeds recognized from a sale of the Property, minus the reasonable costs and expenses incurred by the Authority in furtherance of such sale including, but not limited to, associated closing costs (if any).

5. MISCELLANEOUS ADDITIONAL TERMS

a. Good Faith. The Parties shall work together in good faith to implement this Agreement and facilitate the development and sale of the Property. The Parties shall consider in good faith any potential changes to this Agreement that may be reasonable in light of changes to market conditions.

b. Modification. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

c. Authority to Contract. The individual executing this Agreement on behalf of each Party covenants and declares that he/she has obtained all necessary approvals of its Mayor/City Council, board of directors, or similar authorities to simultaneously execute and bind the Party to the terms of this Agreement.

d. Assignment. Each Party covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the other Party.

e. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

f. Applicable Law. The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, or the applicable federal court for Fulton County.

g. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

City of Milton
Attn: Mayor
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO THE AUTHORITY shall be sent to:

Development Authority of Milton
Attn: Board Chairman
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004

h. Waiver of Agreement. No failure by a Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance by the opposite Party with this Agreement, and no custom or practice of a Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the opposite Party's right to demand exact and strict compliance with the terms and conditions of this Agreement.

i. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

j. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity or any individual's qualified good faith or official immunities.

(signature page follows)

IN WITNESS WHEREOF, the City and Authority have set their hands and seals as of the Effective Date first provided above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

[CITY SEAL]

_____
Tammy Lowit, City Clerk

DEVELOPMENT AUTHORITY OF MILTON

By: _____
Jan Jacobus, Chairman

ATTEST:

[AUTHORITY SEAL]

_____
Board Secretary

EXHIBIT A

FINAL - v. 9.1.2026

* * * * * * *

The mailing, delivery, or negotiation of the enclosed Purchase and Sale Agreement (the "**Purchase Agreement**") by Cellco Partnership or GTE Wireless LLC (collectively, "**Sellers**") or Sellers' broker, agent, or attorney, or by the City of Milton, Georgia ("**Buyer**") or Buyer's broker, agent, or attorney, shall not be deemed an offer by Sellers or Buyer, as the case may be, to enter into the Purchase Agreement. The Purchase Agreement will not be binding upon Sellers or Buyer, and neither Sellers nor Buyer will have any obligation or liability with respect thereto, unless and until Sellers and Buyer have executed and delivered the Purchase Agreement. Until such execution and delivery of the Purchase Agreement by Sellers and Buyer, Sellers or Buyer may terminate all negotiations and discussions of the subject matter thereof, without cause and for any reason, without recourse or liability.

* * * * * * *

PURCHASE AND SALE AGREEMENT

CELLCO PARTNERSHIP,
a Delaware general partnership,
and
GTE WIRELESS LLC,
a Delaware limited liability company,
successor by conversion to GTE Wireless Incorporated,
as **SELLERS**

and

THE CITY OF MILTON,
A Georgia municipal corporation
as **BUYER**

September 21, 2026

One, Two, and Three Verizon Place
Milton, Georgia 30004
(Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316)

PURCHASE AND SALE AGREEMENT

21st THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the day of September, 2026 (the "Agreement Date"), by and among CELLCO PARTNERSHIP, a Delaware general partnership ("Cellco"), GTE WIRELESS LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated ("GTE"; Cellco and GTE are individually and collectively, as the context may require, referred to in this Agreement as "Sellers"), and THE CITY OF MILTON, a Georgia municipal corporation ("Buyer").

RECITALS:

WHEREAS, Sellers desire to sell the Property (as hereinafter defined) to Buyer, and Buyer desires to purchase the Property from Sellers, all on and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which Sellers and Buyer hereby acknowledge, Buyer and Sellers agree as follows:

1. Property Included in Sale; Post-Closing License; Antenna Easement.

(a) Purchase and Sale. Upon and subject to the terms and conditions set forth in this Agreement, Sellers agree to sell and convey to Buyer, without representation or warranty except as expressly set forth in this Agreement or in any documents delivered by Sellers at Closing, and Buyer agrees to purchase from Sellers, all of the following (collectively, the "Property"):

(i) Those certain parcels of land totaling 51.32 acres, more or less, located at Land Lots 1114, 1115, 1118, and 1119, 2nd District, 2nd Section in the City of Milton, Fulton County, Georgia, with assigned Fulton County Tax Parcel Number ("TPN") 22 544011140234 and TPN 22 544011150290, referred to as One, Two, and Three Verizon Place, Milton, Georgia 30004, and being more particularly described on Exhibit A attached hereto as Tract 1 and Tract 2 (the "Land");

(ii) All right, title, and interest of Sellers in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, all appurtenant rights to minerals, oil, gas, and other hydrocarbon substances as well as all development rights (to the extent transferrable), air rights, and water rights (including water stock, if any) relating to the Land and all easements, strips, gores, rights of way, or other appurtenances used in connection with the beneficial use and enjoyment of the Land;

(iii) All right, title, and interest of Sellers in and to all improvements and, to the extent constituting an interest in real property, fixtures located on the Land, including, without limitation, those certain multi-story buildings located on the Land (collectively, the "Buildings") and all other structures currently located on the Land (collectively, the "Improvements"; the Improvements and the Land are sometimes collectively referred to in this Agreement as the "Real Property"); and

(iv) All right, title and interest of Sellers, if any, in and to any award or payment made or to be made (x) for damage to the Real Property or any part thereof by reason of any change of grade or closing of any street, road, highway or avenue adjoining the applicable Land (except for a temporary closing of any street, road, highway or avenue occurring and ending prior to Closing), and (y) for any taking in condemnation or eminent domain of any part of the Real Property, in each case, subject to the provisions of Section 14 below.

(b) Excluded Property. Notwithstanding Section 1(a) above or any other provision to the contrary in this Agreement, the sale and purchase contemplated by this Agreement (and, accordingly, the term "Property") shall not include any of the following: (i) intellectual property rights of Sellers or their respective affiliates, including, without limitation, proprietary marks, tradenames, trademarks, service marks, distinctive designs, and logos used by or identifying Sellers, their respective affiliates, or Sellers' or their respective affiliates' respective business or products; (ii) any right or claim to a refund, reimbursement, or other payment relating to a period or occurrence prior to the Closing, including, without limitation, any real estate tax refund, subject to the prorations set forth in this Agreement; (iii) any claim or other right against any affiliate of Sellers; (iv) subject to the terms of the Post-Closing License (as defined in Section 1(c) below), any tangible personal property or trade fixtures located on or within the Real Property (including, without limitation, any tangible personal property or trade fixtures used for the conduct of Sellers' business); (v) any right, title, or interest that Sellers or their respective affiliates might have in the Property that are reflected in the public records or in any public roads or streets serving the Real Property relating to the operations of Sellers' or their respective affiliates' telecommunications business or by virtue of Sellers or their respective affiliates being a utility provider, including, without limitation, in and to any and all telephone and telecommunications equipment and related conduits and cabling related thereto; (vi) without limiting the generality of the immediately preceding clause (v), any communications facilities (including, without limitation, antennas, cables, conduits, pipes, and other equipment and related facilities) of Sellers or their respective affiliates located on or within the Real Property that will be maintained pursuant to the Antenna Easement (as defined in Section 1(d)(i) below); and (vii) any governmental permit, license, or approval belonging to Sellers pertaining to Sellers' or their respective affiliates' telecommunications business or any communications facilities (including, without limitation, antennas, cables, conduit, pipes, and other equipment and related facilities) of Sellers or their respective affiliates located on or within the Real Property that will be maintained pursuant to the Antenna Easement.

(c) Post-Closing License. Subject to Section 9(b)(iv) and Section 14(c) below, at Closing, and contemporaneous with the conveyance of the Property from Sellers to Buyer, Sellers and Buyer shall enter into a license agreement with respect to the Real Property, with Buyer as the "Licensor" thereunder and Sellers as the "Licensee(s)" thereunder, in substantially the form attached hereto as Exhibit B (the "Post-Closing License").

(d) Antenna Easement.

(i) In addition to the Post-Closing License, at Closing, and contemporaneous with the conveyance of the Property from Sellers to Buyer, Sellers (or Sellers' affiliated designee identified by written notice delivered to Buyer prior to the Closing) and Buyer shall enter into an easement agreement with respect to the Real Property, with Buyer as the

"Grantor" thereunder and Sellers (or such affiliated designee) as the "Grantee(s)" thereunder, in substantially the form attached hereto as Exhibit C (the "Antenna Easement").

(ii) As used in this Agreement: (a) the "Tower Location Easement Area" means the "Tower Location Easement Area" for purposes of the Antenna Easement; (b) the "Access Easement Area" means the "Access Easement Area" for purposes of the Antenna Easement; (c) the "Utility and Fiber Easement Area" means the "Utility and Fiber Easement Area" for purposes of the Antenna Easement; and (d) the "Temporary Easement Area" means the "Temporary Parcel" for purposes of the Antenna Easement.

(iii) Sellers and Buyer have tentatively approved the location of the Tower Location Easement Area, the Access Easement Area, the Utility and Fiber Easement Area, and the Temporary Easement Area, all as depicted on Exhibits "B" and "C" to the Antenna Easement. Sellers and Buyer may adjust the location of such easements by amendment to this Agreement executed and delivered prior to the Diligence Approval Date. If the parties fail to execute and deliver such amendment prior to the Diligence Approval Date, the location of such easements as depicted on Exhibits "B" and "C" to the Antenna Easement will be deemed the final agreed-upon location of such easements.

(iv) The parties acknowledge that Sellers must obtain certain permits, licenses, authorizations, and other approvals (including, without limitation, any permits, licenses, authorizations, and other approvals required pursuant to any restrictions of record and any federal, state, and local governmental permits, licenses, authorizations, and other approvals, including, without limitation, any necessary variances) for the construction and operation of antennas, related equipment and utilities, and other improvements, for the intended use of the Tower Location Easement Area, the Access Easement Area, the Utility and Fiber Easement Area, and the Temporary Easement Area in accordance with the Antenna Easement (each, a "Tower Approval" and collectively, "Tower Approvals"). As a material inducement to Sellers' execution of this Agreement, Buyer shall cause each Tower Approval, issuable administratively by the City of Milton or its departments or agencies, to be issued at Closing without conditions that in any way materially interfere with Sellers intended use of such easement areas or increase Sellers' cost of such use, and Buyer's failure to issue the Tower Approvals will constitute a Buyer default. In connection with Tower Approvals not issuable by the City of Milton, Buyer shall diligently cooperate with Sellers in Sellers' effort to obtain the Tower Approvals as promptly as possible.

(v) Buyer acknowledges that Sellers (or their affiliated designee) intend to use the Temporary Easement Area to install a temporary antenna (the "Temporary Antenna") that will maintain and improve existing cellular service to areas surrounding the Real Property. Notwithstanding anything to the contrary in this Agreement, Sellers may postpone the Closing Date one time for up to 120 days in the aggregate by delivering written notice thereof to Buyer at least ten Business Days prior to Closing in order cause the Temporary Antenna to be installed and made fully functional. Prior to the Closing, Sellers and Buyer shall cooperate to determine the precise location of any conduits, pipes, cables, and wires over the Property to the Temporary Easement Area, as contemplated in Section 18 of the Antenna Easement.

(vi) Sellers and Buyer hereby agree that any and all mortgages, deeds to secure debt, or other security instruments obtained by Buyer and encumbering the Property (or any

portion thereof) shall be subject, subordinate, and inferior to the Antenna Easement, and Sellers and Buyer shall jointly direct the Title Company (as defined in Section 2(a) below) to record the Antenna Easement immediately after the Deeds (as defined in Section 3 below) (and, without limiting the generality of the foregoing, prior to any mortgage, deed to secure debt, or other security instrument executed by Buyer in connection with the Closing).

2. Purchase Price; Deposit; Remedies.

(a) Purchase Price. The total purchase price payable by Buyer for the Property is $26,250,000.00 (the "Purchase Price"), subject to all prorations and adjustments provided herein. The Purchase Price is payable by wire transfer (via Fedwire) of immediately available funds in U.S. dollars, and must be delivered to First American Title Insurance Company, National Commercial Services, 666 Third Avenue, Fifth Floor, New York, NY 10017 (the "Title Company") by no later than 4:00 p.m. (Eastern Time) on the Closing Date, time being of the essence with respect thereto, to be held by the Title Company until the Closing. Buyer acknowledges that, although the approximate square footage of the Buildings and the approximate acreage or other area computation of the Land may have been used in marketing the Property, the Purchase Price is not based on the square footage of the Buildings or the area of the Land. Accordingly, the Purchase Price is not subject to adjustment if the actual size of the Buildings, the actual acreage or other area computation of the Land, or both, is different than previously stated. Sellers make no express or implied representation or warranty as to the actual square footage of the Buildings or the actual acreage or other area computation of the Land. Further, Buyer expressly acknowledges and agrees that Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated by this Agreement are not in any way conditioned upon Buyer's ability to obtain financing of any type or nature whatsoever (whether by way of debt financing, equity investment, or otherwise).

(b) Earnest Money Deposit; Escrow Agreement.

(i) By not later than the date that is three Business Days after the Agreement Date, Buyer shall deposit into escrow with the Title Company an earnest money deposit equal to $100,000 (the "Initial Deposit"). If Buyer fails to timely deliver the Initial Deposit to the Title Company (time being of the essence with respect thereto), then, without limiting any other right or remedy available to Sellers on account thereof, Sellers may terminate this Agreement by written notice delivered to Buyer at any time prior to the delivery of the Initial Deposit to the Title Company.

(ii) By not later than the date that is three Business Days after the date the Diligence Approval Date (as defined in Section 5(c) below) is achieved, Buyer shall deposit into escrow with the Title Company an additional earnest money deposit equal to $500,000 (the "Second Deposit"). If Buyer fails to deliver the Second Deposit to the Title Company on or before the date that is three Business Days after the Diligence Approval Date (time being of the essence with respect thereto), then Sellers may terminate this Agreement by written notice delivered to Buyer at any time prior to the delivery of the Second Deposit to the Title Company, in which event the Initial Deposit shall be paid to Sellers as liquidated damages and this Agreement will automatically terminate and Sellers and Buyer shall thereupon be released from all obligations hereunder, except those that expressly survive termination of this Agreement.

(iii) Buyer shall pay the Initial Deposit and the Second Deposit by wire transfer (via Fedwire) of immediately available funds in U.S. dollars. The Initial Deposit and, to the extent delivered, the Second Deposit are collectively referred to as the "Deposit." The Deposit shall be held by the Title Company in a federally insured interest-bearing account and applied against the Purchase Price at Closing. Interest earned on the Deposit will be added to and deemed part of the Deposit and shall be distributed with the Deposit in accordance with the terms of this Agreement.

(iv) The Title Company shall pay a portion of the Deposit in the amount of $100.00 (the "Independent Consideration") to Sellers upon the earlier to occur of the Closing (in which event the Independent Consideration will be applied against the Purchase Price) or the termination of this Agreement for any reason whatsoever. The Independent Consideration constitutes bargained-for consideration for this Agreement and Buyer's rights under Section 5(c) and is expressly acknowledged to be adequate. The obligation of Buyer to pay the Independent Consideration to the Title Company, and the obligation of the Title Company to pay the same to Sellers, are unconditional, will control if there is a conflict with any other provision of this Agreement, and liability for a breach of such obligations will survive any termination of this Agreement.

(v) The Title Company shall hold, invest and disburse the Deposit in accordance with the terms of this Agreement and that certain Escrow Agreement, dated on or about the Agreement Date, among Buyer, Sellers and Title Company in the form attached hereto as Exhibit G (the "Escrow Agreement").

(c) Buyer Default. Buyer shall not be deemed to be in default under this Agreement unless Sellers deliver a written notice to Buyer of Buyer's alleged misrepresentation of any of Buyer's representations and warranties under this Agreement or Buyer's alleged failure to comply with any of Buyer's covenants or other obligations under this Agreement (which notice must state with particularity the alleged misrepresentation or failure of Buyer and the action required of Buyer to cure such alleged misrepresentation or failure), and, Buyer does not cure the alleged misrepresentation or failure within five Business Days after receipt of such written notice (and the Closing Date shall be delayed, if necessary, until the end of such five-Business Day period); *provided, however*, that neither a notice requirement nor an opportunity to cure will apply to Buyer's failure to timely deliver the items required in Section 9(c) below and to otherwise consummate the transactions contemplated under this Agreement on the Closing Date. If Buyer shall be in default under this Agreement which default has continued beyond the expiration of any applicable notice or cure period, then Sellers may terminate this Agreement by written notice to Buyer, in which event the Deposit shall be paid to Sellers as liquidated damages. Buyer acknowledges that the Deposit is a fair and reasonable amount to recompense Sellers for the costs incurred, and the labor and services performed, by Sellers in connection with entering into this Agreement, and for the loss of Sellers' bargain, all of which are extremely difficult and impracticable to precisely ascertain. The foregoing termination right and receipt of liquidated damages in the form of the Deposit shall constitute Sellers' sole and exclusive remedy, and Sellers and Buyer shall thereupon be released from all obligations hereunder, except those that expressly survive termination of this Agreement. Notwithstanding the foregoing provisions of this Section 2(c): (i) if the Closing is consummated, then Sellers shall have all rights and remedies available at law or in equity if Buyer fails to perform in any material respect any of its obligations

under this Agreement (or under the documents to be entered into by Buyer in connection with the Closing including the Antenna Easement and Post-Closing License) that survive the Closing; (ii) the foregoing liquidated damages will not limit Buyer's indemnification obligations under this Agreement, nor shall Buyer be entitled to credit or offset the Deposit (or any portion thereof) with respect thereto; (iii) the foregoing liquidated damages will not limit Buyer's confidentiality obligations under this Agreement; and (iv) in no event shall Buyer be liable to Sellers for, and Sellers hereby waive any right to seek or collect from Buyer, any consequential, punitive, treble, or exemplary damages (but this clause does not apply to Buyer's indemnification of Sellers under this Agreement from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages).

(d) Sellers Default. Sellers shall not be deemed to be in default under this Agreement unless Buyer delivers a written notice to Sellers of Sellers' alleged misrepresentation of any of Sellers' representations and warranties under this Agreement or Sellers' alleged failure to comply with any of Sellers' covenants or other obligations under this Agreement (which notice must state with particularity the alleged misrepresentation or failure of Sellers and the action required of Sellers to cure such alleged misrepresentation or failure), and Sellers do not cure the alleged misrepresentation or failure within five Business Days after receipt of such written notice (and the Closing Date shall be delayed, if necessary, until the end of such five-Business Day period); *provided, however*, that neither a notice requirement nor an opportunity to cure will apply to Sellers' failure to timely deliver the items required in Section 9(b) below and to otherwise consummate the transactions contemplated under this Agreement on the Closing Date. If Sellers shall be in default under this Agreement which default has continued beyond the expiration of any applicable notice or cure period, then Buyer's sole and exclusive remedy shall be either: (i) to terminate this Agreement by written notice to Sellers, in which event the Deposit shall be returned to Buyer, or (ii) enforce specific performance of Sellers' obligation to deliver the Deeds, the Post-Closing License and the Antenna Easement without any reduction in the Purchase Price; or (iii) close the transaction contemplated by this Agreement, thereby waiving such default. Unless, by not later than the date that is 60 days after the scheduled Closing Date (time being of the essence with respect thereto), Buyer commences an action for specific performance pursuant to clause (ii) above, Buyer shall be deemed to have elected the remedies provided in clause (i) above.

3. Title to the Property. At the Closing, Sellers shall convey to Buyer, and Buyer shall accept from Sellers, fee simple title to the Real Property (except as otherwise excluded pursuant to Section 1(b) above), subject to the Permitted Exceptions (as defined in Section 4(c) below) and free and clear of all rights of tenants, licensees, or others in possession of the Property (subject to the terms of the Post-Closing License and the Antenna Easement), by a duly executed and acknowledged limited warranty deed from each Seller in the form attached hereto as Exhibit E (the "Deeds" and each a "Deed").

4. Title and Survey Review.

(a) Title Documents. Buyer, at Buyer's sole cost and expense, shall cause (i) an ALTA Commitment for Title Insurance with respect to the Real Property (the "Title Commitment") to be prepared by the Title Company; and (ii) a survey of the Real Property certified to Sellers (if obtained, the "Survey") to be prepared by a surveyor licensed in the State of Georgia that carries the insurance required by Section 5(b)(x) below. Buyer shall cause a copy of

each of the Title Commitment and the Survey to be delivered to Sellers by no later than the date that is 60 days after the Agreement Date. The Title Commitment and the Survey are collectively referred to as the "Title Documents."

(b) Title Objections.

(i) By no later than the date that is 60 days after the Agreement Date (time being of the essence with respect thereto), Buyer may approve or disapprove (in its sole and absolute discretion) the Title Documents by delivering written notice to Sellers ("Buyer's Title Notice") specifying each title or survey defect or matter for which Buyer is requesting a cure by Sellers (each, a "Title Defect") and each Title Company requirement that Buyer is requesting Sellers to satisfy in order for the Title Policy (as defined in Section 7(d) below) to be issued at Closing (each, a "Title Requirement"). Except as provided in Section 4(d) below, any matters identified in or revealed by the Title Documents that are not specified in Buyer's Title Notice shall be deemed "Permitted Exceptions" hereunder. Buyer's failure to deliver Buyer's Title Notice to Sellers within the time period specified above shall be conclusively deemed Buyer's approval of the Title Documents (in which event, except as provided in Section 4(d) below, all matters identified in or revealed by the Title Documents will be deemed "Permitted Exceptions" hereunder), and this Agreement shall remain in full force and effect.

(ii) Within five Business Days after receiving Buyer's Title Notice, Sellers may deliver to Buyer written notice ("Sellers' Title Notice") of those Title Defects that Sellers agree to remove of record or otherwise cure to Buyer's satisfaction in its sole and absolute discretion, by the Closing Date and those Title Requirements that Sellers agree to satisfy by the Closing Date. Sellers' failure to deliver Sellers' Title Notice to Buyer within the time period specified above shall be deemed to constitute Sellers' election to neither remove of record or otherwise cure any such Title Defect nor satisfy any such Title Requirements. Time is of the essence for the delivery of Seller's Title Notice.

(iii) If Sellers elect (or are deemed to have elected) not to remove of record or otherwise cure to Buyer's satisfaction (as provided above) any Title Defects or not to satisfy any Title Requirements, then Buyer may, as its sole and exclusive remedy therefor, by written notice delivered to Sellers before 5:00 p.m. (Eastern Time) on the fifth Business Day after receiving Sellers' Title Notice either: (A) waive Buyer's Title Notice as to the Title Defects that Sellers have elected not to remove of record or otherwise cure to Buyer's satisfaction (as provided above) and those Title Requirements that Sellers have elected not to satisfy (all of which shall then be deemed "Permitted Exceptions" hereunder), in which event this Agreement shall remain in full force and effect and without any adjustment to the Purchase Price, or (B) terminate this Agreement, in which event the Deposit shall be returned to Buyer and thereupon no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. If Buyer fails to deliver such written notice within the period specified in the immediately preceding sentence (time being of the essence with respect thereto), then Buyer shall be deemed to have elected to terminate this Agreement in accordance with clause (B) above.

(c) Permitted Exceptions. The term "Permitted Exceptions" means: (i) all matters identified in or revealed by the Title Documents of which Buyer elects not to disapprove in Buyer's Title Notice and all Title Requirements and all Title Defects that Buyer waives or

accepts (or is deemed to have waived or accepted) in accordance with this Section 3; (ii) the Post-Closing License and the rights of Sellers thereunder; (iii) the Antenna Easement and the rights of Sellers (or their affiliated designee) thereunder; (iv) all existing and future liens of real estate taxes and assessments and water rates, water meter charges, water frontage charges, and sewer taxes, rents, and charges, if any, for the year in which the Closing occurs that are not due and payable at the Closing, provided that such items shall be apportioned as provided in this Agreement; (v) all local, state, and federal laws, ordinances, rules, and regulations, including, without limitation, building and zoning laws, ordinances, and regulations, as the same may now exist or may be hereafter modified, supplemented, or promulgated; and (vi) any matters affecting title created by any Buyer Party (as defined in Section 5(b) below). Additionally, if Buyer fails to obtain the Survey prior to the earlier to occur of the date of Buyer's Title Notice and the date on which Buyer's Title Notice was required to be delivered to Sellers (time being of the essence with respect thereto), then the term "Permitted Exceptions" will also include any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey of the Land. Buyer will have no right to disapprove of those Permitted Exceptions described in the foregoing clauses (ii), (iii), (iv), (v), and (vi), or, if applicable, the immediately preceding sentence in Buyer's Title Notice.

(d) Must-Cure Title Defects. Notwithstanding anything contained in this Agreement to the contrary, Sellers shall be obligated to remove of record, at Sellers' expense, the following to the extent the same encumber the Real Property (or any portion thereof): (a) any deeds to secure debt, mortgages, or deeds of trust, in each case securing any financing obtained by Sellers (or either of them), and (b) any construction lien for work done by or on behalf of Sellers (or either of them) at the Real Property (each, a "Must-Cure Title Defect"). Notwithstanding anything to the contrary in this Agreement, Purchaser shall have no obligation to object to any Must-Cure Title Defect, and in no event shall any Must-Cure Title Defect constitute a Permitted Exception.

(e) Subsequent Title Matters. Buyer from time to time may notify Sellers in writing (a "Subsequent Title Matter Notice") of any objection to any matters affecting title to the Real Property first raised between the date of Buyer's Title Notice and the Closing Date by the Title Company in an update to the Title Commitment or, provided that Buyer obtained the Survey prior to the date of Buyer's Title Notice, on an update to the Survey (each, a "Subsequent Title Matter"); *provided, however*, that Buyer must deliver to Sellers the Subsequent Title Matter Notice no later than the earlier to occur of: (i) the date that is five Business Days after Buyer's receipt of such update to the Title Commitment or such update to the Survey disclosing the Subsequent Title Matter; and (ii) the Closing. Time is of the essence for the delivery of each such Subsequent Title Matter Notice. For the avoidance of doubt, if Buyer fails to obtain the Survey prior to the earlier to occur of the date of Buyer's Title Notice and the date on which Buyer's Title Notice was required to be delivered to Sellers, then there shall be no Subsequent Title Matters based on the Survey. With respect to any Subsequent Title Matters set forth in a Subsequent Title Matter Notice, Sellers shall have the same option to cure and Buyer shall have the same option to accept title subject to such Subsequent Title Matters or to terminate this Agreement as those that apply to Buyer's Title Notice by the date that is five Business Days after Buyer's receipt of such update to the Title Commitment or such update to the Survey disclosing the Subsequent Title Matter (in which case the originally scheduled Closing Date shall be extended to afford the entire five Business Day period after giving effect to any other extensions or adjournments of the originally scheduled Closing Date). If Sellers elect to attempt to cure any Subsequent Title Matters, then

Sellers may postpone the scheduled Closing Date for a reasonable period of time to effect such a cure, but in no event shall the postponement exceed 30 days after the originally scheduled Closing Date (after giving effect to any other extensions or adjournments of the originally scheduled Closing Date). If Buyer fails to provide a Subsequent Title Matter Notice within the time period specified above, then Buyer shall be deemed to have accepted the Subsequent Title Matter(s) and to have waived any right to terminate this Agreement pursuant to this Section 4(e), and each such Subsequent Title Matter(s) shall be deemed a "Permitted Exception" hereunder.

(f) Judgment Liens. Buyer acknowledges that Sellers, by virtue of the large scale of their respective business activities, are frequently named as a defendant in numerous lawsuits, some of which may result in judgments, which may, in turn, result in judgment liens affecting the Property, and which Sellers may be unable to vacate or otherwise satisfy or resolve prior to the Closing. All such judgment liens that affect the Property as of the effective date of the Title Commitment delivered by Buyer to Sellers pursuant to Section 4(a) above shall constitute Permitted Exceptions (and, accordingly, Buyer shall accept title to the Property subject thereto), provided that Sellers shall use commercially reasonable efforts to cause the Property to be released from any such judgment lien by Closing, failing which at Closing: (1) Sellers shall indemnify (x) the Title Company by an indemnity in the form of Exhibit F attached hereto and (y) Buyer at the Closing and future owners of all or any portion of the Property, by an indemnity agreement in such form as may be agreed upon by Buyer and Sellers, each acting in its reasonable, good faith discretion, against any loss arising from enforcement of any such judgment liens against the Property; and (2) as a consequence thereof the Title Company shall insure Buyer against enforcement of such judgment liens against the Property, as evidenced by the Title Company's (or such other title insurance company's) commitments to issue (which commitments may be evidenced by a closing protection letter or a "marked-up" copy of the Title Commitment and the lender's loan commitment), or willingness to commit to issue, the Title Policy without exception for such judgment liens.

5. Due Diligence.

(a) Property Documents. The parties acknowledge that, subject to the provisions of this Section 5(a), Sellers have heretofore made available, and, at Sellers' sole and absolute discretion, may in the future make available, to Buyer through the Internet, at the Property, or otherwise, solely as an accommodation to Buyer, copies of various documents (collectively, the "Documents") relating to the Property. The Documents include, without limitation, those certain documents made available through that certain "Virtual Deal Room" created by Sellers' Broker (as defined in Section 15(b) below). Although Sellers and their respective agents or representatives may have heretofore provided or may hereafter provide the Documents to Buyer, neither Sellers nor their respective agents or representatives shall be obligated to: (i) collect, provide, or compile the Documents or any other information to or for Buyer; (ii) deliver or make available to Buyer any particular Documents or information that may be in the possession or control of Sellers or their respective agents or representatives; or (iii) supplement any Documents or other information that may have been heretofore provided or that may hereafter be provided. Buyer acknowledges that Sellers make no (and expressly disclaim all) representations or warranties whatsoever as to any Documents or other information (including, without limitation, any verbal or written statements) delivered by or on behalf of Sellers to Buyer in connection with the purchase and sale of the Property (including, without limitation, as to the

accuracy or completeness of the Documents) or as to the land use, zoning, title, survey, property condition, environmental condition, or other physical aspects of the Property. Buyer acknowledges and agrees that any Documents and other information delivered by or on behalf of Sellers to Buyer in connection with the transactions contemplated by this Agreement are provided as a convenience only and that any reliance on or use of such Documents or other information by Buyer shall be at Buyer's sole risk. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that: (a) any environmental, zoning, property condition, title, survey, or other report (individually, a "Third Party Report" and collectively, "Third Party Reports") with respect to the Property that is delivered by Sellers or their respective agents or representatives to Buyer shall be without any representation or warranty; (b) Buyer shall not have any right to rely on any such Third Party Reports, but rather shall rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto; and (c) neither Sellers, any affiliate, agent, or representative of Sellers, nor the person or entity that prepared any such Third Party Reports (unless such person or entity has provided Buyer a reliance letter with respect to any of such Third Party Report) shall have any liability to Buyer for any inaccuracy in or omission from any such Third Party Reports. Buyer hereby acknowledges that Sellers have not made and do not make any representation or warranty regarding the truth, accuracy, or completeness of the Documents or the sources thereof (whether prepared by Sellers, Sellers' respective affiliates, Sellers' respective agents or representatives, or any other person or entity). Sellers have not undertaken any independent investigation or verification as to the truth, accuracy, or completeness of the Documents and are providing the Documents solely as an accommodation to Buyer. The provisions of this Section 5(a) shall survive the Closing.

(b) Property Inspection. Subject to the terms and conditions of this Section 5, during the period commencing on the Agreement Date and continuing thereafter through the earlier to occur of the Closing and the termination of this Agreement, Buyer; Buyer's employees, agents, consultants, contractors, and other representatives; and Buyer's prospective purchasers of all or a portion of the Property and their employees, agents, consultants, contractors, and other representatives (collectively with Buyer, the "Buyer Parties") shall have the right to inspect and investigate the Property and conduct such physical or environmental inspections, tests, evaluations, and assessments of the Property as Buyer deems reasonably necessary, appropriate, or prudent in connection with Buyer's acquisition of the Property (collectively, the "Investigations"); *provided, however*, that, subject to the following provisions, no invasive testing or sampling may be conducted by any Buyer Party at or upon the Property without Sellers' prior written consent in each instance, which consent will not be unreasonably withheld, conditioned, or delayed, as more particularly provided in Section 5(b)(iii) below. Subject to the terms and conditions of this Section 5(b), during the period commencing on the Agreement Date and continuing thereafter through the earlier to occur of the Closing and the termination of this Agreement, the Buyer Parties will be given reasonable, non-exclusive access to the Real Property (during normal business hours designated by Sellers and subject to Sellers' ongoing operational restrictions) solely for purposes of conducting the Investigations. For the avoidance of doubt, any right of Buyer to access, inspect, or investigate the Property, or to conduct the Investigations, after 5:00 p.m. (Eastern Time) on the Diligence Approval Date will not give rise to any due diligence

approval or due diligence termination right in favor of Buyer. The Buyer Parties' access to the Real Property and all Investigations shall be subject to the following:

(i) Buyer must provide to Sellers notice of the intention of any Buyer Party to enter upon all or any portion of the Real Property at least one Business Day prior to (and as a condition to) such intended entry, which notice must specify in reasonable detail the intended purpose of such entry, the Investigations contemplated to be made, and the names of all individuals that will enter onto all or any portion of the Real Property. Notwithstanding the requirements of Section 15(a) below, any notice by Buyer to Sellers delivered pursuant to this Section 5(b)(i) shall be sent solely via email to Brendon Chiu, at brendon.chiu@verizon.com, and to Jon Dunner, at jon.dunner@verizon.com, or to such other individual(s) or to such other email address(es) as Sellers may from time to time designate by giving notice in writing to Buyer pursuant to Section 15(a) below (collectively, "Sellers' Representatives"). Any such email notice by Buyer pursuant to this Section 5(b)(i) shall be deemed delivered upon receipt of confirmation of transmission of such email notice; *provided, however*, if such email notice is delivered after 5:00 p.m. (Eastern Time), then such email notice shall be deemed delivered on the next Business Day. As a condition to the effectiveness of any such email notice by Buyer pursuant to this Section 5(b)(i), **each such email notice must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the subject line of such email notice**.

(ii) At Sellers' option, one or more representatives of Sellers shall have an opportunity to be present for any entry onto all or any portion of the Real Property or inspection at or upon all or any portion of the Real Property by any Buyer Party provided any such entry or inspection may proceed if Sellers elect not to be present thereat. Sellers agree to cooperate with any reasonable request by Buyer in connection with the timing of any such entry onto the Real Property or all or any portion thereof or such inspection.

(iii) Buyer may conduct a "Phase I" Environmental Site Assessment to the extent the same is completed by a reputable and insured consultant licensed in the State of Georgia and who carries the insurance required below in this Section 5(b). Without limiting the generality of the initial paragraph of this Section 5(b) above, Buyer shall not (and Buyer shall ensure that the other Buyer Parties do not) conduct a "Phase II" Environmental Site Assessment or any other borings, excavations, demolitions, physical sampling, removal of equipment or improvements, or other invasive or intrusive investigations, sampling, or testing (collectively, "Invasive Tests"), without the prior written approval of Sellers in each instance, which approval will not be unreasonably withheld, conditioned, or delayed. Without limiting the other factors that Sellers may consider in determining whether to consent to any Invasive Test, it shall be deemed reasonable for Sellers to consider: (i) whether such Invasive Test was recommended after the performance of a non-invasive investigation; and (ii) the scope of the proposed Invasive Test, including its impact on Sellers' operations. If Buyer desires to perform any Invasive Tests, then Buyer shall simultaneously submit a plan (a "Work Plan") for such Invasive Tests for Sellers' review, which Work Plan will likewise be subject to Sellers' prior review and approval (such approval not to be unreasonably withheld, conditioned, or delayed). If a Buyer Party takes any sample from all or any portion of the Real Property in connection with any Invasive Test, then Sellers shall have the right, at Sellers' sole cost and expense, to cause a consultant retained by Sellers to obtain split samples. Buyer's sole and exclusive remedy for Sellers' failure or refusal to consent to any Invasive Test shall be termination of this Agreement by Buyer pursuant to

Section 5(c) below. While Buyer may request the right to perform Invasive Tests after the Diligence Approval Date, Buyer will have no right to terminate this Agreement for Sellers' failure or refusal to consent to any Invasive Test after the Diligence Approval Date.

(iv) If a Buyer Party undertakes any borings or other disturbances of all or any portion of the Real Property, or if a Buyer Party otherwise damages or disturbs all or any portion of the Real Property or all or any personal or other property owned or held by either or both of Sellers or any other person or entity during any Investigations or any entry upon all or any portion of the Real Property, then Buyer shall, at Buyer's sole cost and expense, promptly repair and restore the Real Property or such other property, as applicable, to substantially its condition as existed immediately prior to any such borings, disturbance, or damage, and such repair and restoration shall commence no later than ten Business Days after such boring, disturbance, or damage, and shall thereafter be diligently prosecuted to completion. Such repair and restoration shall be completed in a good and workmanlike manner, and free from defects and liens. Buyer's obligations under this Section 5(b)(iv) shall survive the Closing or any termination of this Agreement.

(v) In entering upon or inspecting all or any portion of the Real Property, the Buyer Parties shall not: (i) disturb in any material respect the employees of either or both of Sellers or interfere in any material respect with their use of all or any portion of the Real Property; (ii) interfere in any material respect with the operation and maintenance of all or any portion of the Real Property; (iii) damage all or any part of the Real Property or any personal or other property owned or held by either or both of Sellers or any other person or entity; (iv) injure or otherwise cause bodily harm to any person; or (v) cause or permit any liens, judgments, or other encumbrances to attach to the Real Property or any portion thereof by reason of the exercise of Buyer's rights under this Section 5(b) (and Buyer shall, at Buyer's sole cost and expense, promptly following written notice thereof by Sellers discharge of record any such liens, judgments, or other encumbrances that are so filed or recorded, which obligation shall survive the Closing or any termination of this Agreement.

(vi) Buyer shall, and Buyer shall cause the other Buyer Parties to: (i) comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Investigations and all other activities undertaken in connection therewith; and (ii) take all actions and implement all protections reasonably necessary to ensure that the Investigations and the equipment, materials, and substances generated, used, or brought onto all or any portion of the Real Property in connection therewith, pose no threat to the safety or health of persons or the environment, and cause no damage to all or any portion of the Real Property or other property of either or both of Sellers.

(vii) All Investigations shall be completed at the sole risk, cost, and expense of Buyer. Buyer acknowledges and understands that Sellers make no representation or warranty whatsoever, express or implied, with respect to the physical condition of the Real Property, including, without limitation, any hazards or dangers found at the Real Property. Buyer hereby releases Sellers from any and all claims asserted against or incurred by Buyer that may arise from the Buyer Parties' access to or Investigations on the Real Property pursuant to this Agreement (which release shall survive the Closing and any termination of this Agreement); *provided, however*, that Buyer does not release Sellers for any actions by Sellers or any of the

Seller Parties (as hereinafter defined) that are determined to constitute negligent or willful acts or omissions.

(viii) Buyer shall not (and Buyer shall ensure that the other Buyer Parties do not) interview or otherwise communicate with the employees of either or both of Sellers unless such interviews or communications are approved in writing (which may include email) and coordinated through Sellers in advance, and Sellers shall have the opportunity to participate in any such interviews provided any such interview may proceed if Sellers elect not to be present at and participate in any such interview. If any such employee has any discussion with any Buyer Party (whether with or without Sellers' approval as contemplated herein), then no statement made by any such employee will be: (i) deemed a warranty or representation regarding such matter discussed; (ii) binding on either or both of Sellers; or (iii) relied upon by any Buyer Party.

(ix) Intentionally Omitted

(x) Buyer shall obtain and maintain in full force and effect, and Buyer shall cause each other Buyer Party entering upon the Real Property or any portion thereof to obtain and maintain in full force and effect, the following insurance meeting the requirements set forth below: (i) commercial general liability insurance (on an "occurrence" form) in an amount not less than $1,000,000 (or $2,000,000 with respect to Buyer) per occurrence for bodily injury and property damage and $2,000,000 general aggregate and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnity set forth in Section 5(b)(xi) below) covering any accident arising in connection with the presence or activities of the Buyer Parties on the Real Property or any portion thereof; (ii) automobile liability insurance (on an "occurrence" form) in an amount of not less than $1,000,000 (or $2,000,000 with respect to Buyer) combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired vehicles; (iii) workers' compensation insurance in compliance with applicable statutory requirements; and (iv) employer's liability insurance with a limit of $1,000,000 each accident/disease/policy limit. Sellers shall be listed as additional insureds on each of the policies (except for the workers' compensation insurance policy) required by this Section 5(b)(x). Prior and as a condition to entry upon all or any portion of the Real Property, Buyer shall, and Buyer shall cause each other Buyer Party entering upon all or any portion of the Real Property to, deliver to Sellers a certificate of insurance verifying such coverage required in this Section 5(b)(x). Buyer's obligations under this Section 5(b)(x) will not limit Buyer's obligations elsewhere in this Agreement (including, without limitation, Buyer's indemnification obligations under Section 5(b)(xi) below). The policies for the insurance required in this Section 5(b)(x) must: (a) be issued by an insurance company licensed to do business in the State of Georgia with a current A.M. Best rating of A-/ VII or better; (b) not be subject to cancellation or amendment without the insurance company giving at least 30 days' prior written notice to Sellers (or 10 days' prior written notice if cancellation is due to nonpayment of premiums); (c) be written as primary policy coverage and not contributing with or in excess of any coverage that Sellers may carry (it being understood that any coverage that Sellers may carry will be deemed excess, non-contributory, and not co-primary with respect to the insurance carried by any Buyer Party); and (d) otherwise be reasonably acceptable to Sellers.

(xi) Buyer shall indemnify, defend, and hold Cellco, GTE, and each of their respective officers, directors, shareholders, employees, affiliates, representatives, and agents

(collectively, the "Seller Parties") harmless from and against any and all claims, causes of action, loss, injury, liability, damage, cost, or expense, including, without limitation, reasonable attorneys' fees and court costs, to the extent caused by: (i) any breach by any Buyer Party of this Agreement, (ii) any access to, entry upon, or activity conducted by any Buyer Party with respect to, or on, all or any portion of the Real Property, whether or not such access, entry, or activity is permitted by, in compliance with, or in violation of this Agreement; (iii) any lien, judgment, or other encumbrance, including, without limitation, contractor and judgment liens, filed or pending against all or any portion of the Real Property by any party having a claim against or through any Buyer Party; (iv) any violation of law associated with Buyer's or any other Buyer Party's activities on all or any portion of the Real Property; or (v) any claims, suits, actions, or the assertion of any other rights by or on behalf of any party alleging personal injury, property damage, interruption of business, nuisance, or any other allegation by reason of the exercise of Buyer's rights under this Section 5(b) (collectively, the "Claims"); *provided, however*, Buyer shall have no obligation under this Section 5(b)(xi) for Claims: (a) to the extent caused by Sellers' or the other Seller Parties' negligent or willful acts or omissions, or (b) caused by the mere discovery without exacerbation by any Buyer Party of any condition upon the Real Property. Buyer's obligations under this Section 5(b)(xi) shall survive following the Closing or any termination of this Agreement.

(c) Diligence Approval Date. At any time before 5:00 p.m. (Eastern Time) on the 60th day after the Agreement Date (the "Diligence Approval Date"), Buyer may, for any reason or no reason whatsoever, either: (i) deliver to Sellers written notice (a "Diligence Termination Notice") of Buyer's unconditional and irrevocable election to terminate this Agreement; or (ii) deliver to Sellers written notice (a "Diligence Approval Notice") of Buyer's unconditional and irrevocable election to waive its right to terminate this Agreement pursuant to this Section 5(c). If Buyer does not deliver to Sellers either a Diligence Termination Notice or a Diligence Approval Notice by 5:00 p.m. (Eastern Time) on the Diligence Approval Date (time being of the essence with respect thereto), then Buyer will be deemed to have delivered to Sellers a Diligence Termination Notice immediately prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date. Upon any actual or deemed delivery of a Diligence Termination Notice to Sellers, this Agreement will automatically terminate, Sellers and Buyer shall thereupon be released from all obligations hereunder (except those that expressly survive termination of this Agreement), and the Title Company, without any approval, release or other action being required of Seller, shall return to Buyer the Initial Deposit, less any escrow cancellation fees payable to the Title Company. If Buyer delivers to Sellers a Diligence Approval Notice prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date, then Buyer will have no further right to terminate this Agreement pursuant to this Section 5(c) (except as otherwise provided in Section 5(b)(iii)) and the Initial Deposit will be nonrefundable to Buyer except as otherwise expressly provided in this Agreement.

6. Intentionally omitted.

7. Buyer's Conditions to Closing. The following are conditions precedent (or conditions concurrent, with respect to matters to be satisfied at Closing) to Buyer's obligation to purchase the Property:

(a) Delivery by Sellers to the Title Company at or prior to Closing of all items required to be delivered by Sellers pursuant to Section 9(b) below;

(b) Performance by Sellers, as and when required by this Agreement, of each and every material term, covenant, condition, and agreement required to be performed by Sellers pursuant to this Agreement;

(c) All of the representations and warranties of Sellers contained in Section 10(a) of this Agreement are true and correct, in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date, excluding, however, any matter or change: (1) expressly permitted or expressly contemplated by the terms of this Agreement (including, without limitation, all Disclosures, as provided in Section 10(a) below), (2) actually known to Buyer (without giving effect to constructive knowledge) prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date, or (3) relating to condemnation proceedings commenced after the Agreement Date (which will be governed by Section 14(a) below); and

(d) The Title Company has unconditionally committed to issue (which commitment may be evidenced by a closing protection letter or a "marked-up" copy of the Title Commitment), or is willing to unconditionally commit to issue, upon or promptly following the Closing a current ALTA Owner's Policy of Title Insurance (the "Title Policy"), in the full amount of the Purchase Price, insuring title to the Real Property in Buyer, subject only to the Permitted Exceptions; *provided, however*, Buyer shall be deemed to have waived this condition in this Section 7(d) if this condition is not satisfied because of the actions or omissions of Buyer or because of the failure of a Title Company requirement set forth in the Title Commitment that Sellers have not agreed to satisfy in order for the Title Policy to be issued at Closing as provided in Section 4(b) above.

If any condition set forth above in this Section 7 is not satisfied on or before the Closing Date, and provided that Buyer is not otherwise in default of this Agreement, then Buyer may elect, at its sole discretion, either to (i) terminate this Agreement (subject to the notice and cure provisions set forth in Section 2(d), if applicable, if such failure was willfully caused by Sellers or is otherwise caused by Sellers' breach of their respective obligations under this Agreement) and receive a return of the Deposit, or (ii) waive satisfaction of the condition and close escrow, in either instance by giving written notice to Sellers. In the event of such termination where the failure of the condition was willfully caused by Sellers or is otherwise caused by Seller's breach of their respective obligations under this Agreement, Buyer's sole and exclusive remedies shall be those set forth in Section 2(d) above (subject to the notice and cure provisions set forth therein, if applicable). In the event of such termination, no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. The Closing pursuant to this Agreement shall be deemed a waiver by Buyer of all unfulfilled conditions benefitting Buyer.

8. Sellers' Conditions to Closing. The following conditions are conditions precedent (or conditions concurrent, with respect to matters to be satisfied at Closing) to Sellers' obligation to sell the Property:

(a) Delivery by Buyer to the Title Company at or prior to Closing of all items required to be delivered by Buyer pursuant to Section 9(c) below;

(b) Buyer has caused all Tower Approvals to be issued;

(c) Performance by Buyer, as and when required by this Agreement, of each and every material term, covenant, condition, and agreement required to be performed by Buyer pursuant to this Agreement; and

(d) All of the representations and warranties of Buyer contained in this Agreement are true and correct, in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date.

If any condition set forth above in this Section 8 is not satisfied on or before the Closing Date, and provided that Sellers are not otherwise in default of this Agreement, Sellers may elect, at their sole discretion, either to (i) terminate this Agreement (subject to the notice and cure provisions set forth in Section 2(c), if applicable, if such failure was willfully caused by Buyer or is otherwise caused by Buyer's breach of its obligations under this Agreement) or to waive satisfaction of the condition and close escrow, in either instance by giving written notice to Buyer. In the event of such termination, the Deposit shall be returned to Buyer (except as hereinafter provided), and thereupon no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. Notwithstanding the foregoing, in the event of such termination where the failure of any condition was willfully caused by Buyer or is otherwise caused by Buyer's breach of its obligations under this Agreement, Sellers' sole and exclusive remedies shall be those set forth in Section 2(c) above (subject to the notice and cure provisions set forth therein, if applicable). The Closing pursuant to this Agreement shall be deemed a waiver by Sellers of all unfulfilled conditions benefitting Sellers.

9. The Closing.

(a) Closing.

(i) The closing under this Agreement (the "Closing") shall be held, and the delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company as described in Section 2(a) above, on or before **December 1, 2026** (or as may be extended pursuant to the express terms of this Agreement, the "Closing Date").

(ii) The Closing shall occur through an escrow with the Title Company, it being understood that neither Buyer nor Sellers nor their respective counsel need be physically present at the Closing. If the Closing does not occur on or before the Closing Date, then the Title Company shall, subject to the provisions of Section 2 (unless the Title Company is otherwise instructed by written direction from both Sellers and Buyer), return to the depositor thereof items that may have been deposited pursuant to this Agreement within five Business Days after the Closing Date. No such return shall, however, relieve any party hereto of any liability it may have for its wrongful failure to close.

(b) Sellers' Closing Deliveries. At or before the Closing, Sellers shall deliver into escrow with the Title Company the following:

(i) the Deeds executed and acknowledged by Sellers, which the Title Company shall cause to be recorded after the Closing;

(ii) a quitclaim deed executed and acknowledged by Sellers, in form acceptable for recording, of the type customarily used for commercial real estate transactions in the State of Georgia, quitclaiming to Buyer any and all interest that Sellers have in the Property using the metes and bounds description from the Survey, which the Title Company shall cause to be recorded after the Closing;

(iii) Subject to Section 9(b)(iv) and Section 14(c) below, a counterpart to the Post-Closing License executed by Sellers;

(iv) if Sellers determine that the Post-Closing License is not necessary, a counterpart of the Bill of Sale executed by Sellers in substantially the form attached to as Exhibit A to the Post-Closing License Agreement pertaining to personal property in and on the Real Property abandoned by Sellers;

(v) a counterpart to the Antenna Easement executed by Sellers (or their affiliated designee) which the Title Company shall cause to be recorded after the Closing;

(vi) a non-foreign certification with respect to each of Sellers (or Sellers' parent, if Sellers are a "disregarded entity" for federal income tax purposes) executed by Sellers;

(vii) a quitclaim assignment conveying, without representation or warranty unless otherwise expressly contained in this Agreement, all of Sellers' right, title and interest in and to all items as provided in Section 1(a)(iv) and Section 1(a)(v) above (except as otherwise excluded pursuant to Section 1(b) above) executed by Sellers;

(viii) a counterpart to the settlement statement prepared by the Title Company and approved by Buyer and Sellers (the "Settlement Statement") executed by Sellers;

(ix) a certification of the Secretary or Assistant Secretary of each of Sellers that the transactions contemplated in this Agreement have been duly authorized by such party and that the person or persons executing the Closing documents on behalf of such party has the full right, power, and authority to do so;

(x) an affidavit executed by Sellers that Sellers are (or Sellers' parent is, if Sellers are a "disregarded entity" for federal income tax purposes) a resident or "deemed resident" of Georgia as required by O.C.G.A. § 48-7-128, or, alternatively, a certificate of exemption from the state income withholding tax or an affidavit of gain or loss upon the sale of the Property as required by O.C.G.A. § 48-7-128, together with the amount of income withholding taxes (if any) required to be remitted to the Georgia Department of Revenue on account of the sale;

(xi) such transfer tax declarations or other similar documents required to be executed by Sellers in connection with the recordation of the Deeds;

(xii) proof reasonably satisfactory to the Title Company that any and all water bills associated with the Property have been paid in full through the Closing Date or that there is no water account with respect to the Property. For the sake of clarity, this requirement cannot be satisfied solely by the production of an affidavit from Sellers, but requires separate verification with the appropriate county, municipality and/or service providers to the extent that any such verification can be readily obtained;

(xiii) A certificate executed by Sellers affirming that all warranties and representations made by Sellers pursuant to Section 10(a) below are true and correct in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality) as of the Closing Date; and

(xiv) a Certificate and Indemnity in the form attached as Exhibit F executed by Sellers.

Buyer may waive compliance on Sellers' part under any of the foregoing items by closing without such item.

(c) Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver into escrow with the Title Company the following:

(i) the Purchase Price, subject to adjustment to reflect the prior delivery of the Deposit, and any prorations, credits, fees, or additional charges set forth in this Agreement;

(ii) all Tower Approvals.

(iii) subject to Section 9(b)(iv) above and Section 14(c) below, a counterpart to the Post-Closing License executed by Buyer;

(iv) subject to Section 9(b)(iv) above and Section 14(c) below, a counterpart of the Bill of Sale in the form attached to as Exhibit A to the Post-Closing License Agreement pertaining to personal property in and on the Real Property abandoned by Sellers;

(v) a counterpart to the Antenna Easement executed by Buyer;

(vi) a certification of Buyer that the transactions contemplated in this Agreement have been duly authorized by Buyer and that the person or persons executing the Closing documents on behalf of Buyer each has the full right, power, and authority to do so together with such other evidence as is reasonably required by the Title Company evidencing the authority of Buyer and those individuals acting on behalf of Buyer to enter into this Agreement and consummate the transactions contemplated herein;

(vii) such transfer tax declarations or other similar documents required to be executed by Buyer in connection with the recordation of the Deeds and the quitclaim deed described in Section 9(a)(ii) above;

(viii) A certificate executed by Buyer affirming that all warranties and representations made by Buyer pursuant to Section 10(b) below are true and correct in all material

respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date);

(ix) An affidavit of non-applicability of restriction on foreign ownership pursuant to O.C.G.A. § 2-1-7; and

(x) a counterpart to the Settlement Statement executed by Buyer.

Sellers may waive compliance on Buyer's part under any of the foregoing items by closing without such item.

(d) Prorations. In each proration set forth below, the portion thereof applicable to the period beginning at 12:01 a.m. (Eastern Time) on the day immediately following the Closing Date shall be credited to Buyer and the portion thereof applicable to the period ending at such time shall be credited to Sellers (such that expenses run to Buyer starting on the day immediately following the Closing Date). Prorations shall be calculated on the number of days in the applicable calendar year of the Closing Date and on the number of days in the applicable calendar month of the Closing Date.

(i) Taxes and Assessments. Real estate taxes and assessments imposed by any governmental authority (which shall be deemed to include any special assessments, which special assessments shall be calculated based on the longest permitted payment period) and affecting the Property for the tax year that occurs during the year of Closing (a "tax year" being the 12-month period for which taxes accrue, rather than the calendar year during which such taxes are payable) shall be prorated as of the Closing Date based on the most recent ascertainable assessed values and tax rates. Any such proration made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate or assessed valuation last fixed, assuming a maximum early payment discount taken. Sellers shall receive a credit for any taxes and assessments paid by Sellers for the tax year during which the Closing Date occurs from the Closing Date to the end of the applicable tax year. All such real estate taxes and assessments shall be re-prorated by the parties upon the issuance of the final tax bills for the tax year in question (assuming a maximum early payment discount taken). All refunds or tax savings relating to real estate taxes and assessments: (x) shall inure to the benefit of Sellers if such refunds or tax savings relate to any period for which Sellers owned the Property; and (y) shall inure to the benefit of Buyer if such refunds or tax savings relate to any period for which Buyer owned the Property; *provided, however*, each party shall pay its proportionate share of the legal and consulting fees actually incurred in connection with any party's application for such refunds and tax savings, which proportionate share shall be based on the amount of tax refunds or tax savings received by each party.

(ii) Utility Charges and Deposits. Sellers shall arrange with utility companies for a billing for all utilities and services used up to the day of Closing, and Sellers shall pay the resultant bills. In the event any utility bills extend over periods beyond the Closing, then utility charges shall be prorated as of the Closing Date. Buyer shall take all steps reasonably necessary to effectuate the transfer of all utilities to Buyer's name as of the Closing Date, and, where necessary, Buyer shall post deposits with the utility companies. Sellers shall be entitled to recover any and all deposits posted by Sellers and held by any utility company as of the Closing

Date. Buyer and Sellers shall use good faith efforts to ensure that all utility meters are read as of the Closing Date.

(iii) Insurance. The property, casualty, and other insurance policies relating to the Property or any portion thereof shall be cancelled by Sellers as of the Closing Date and shall not, under any circumstances, be assigned to Buyer. All unearned premiums for fire and any additional hazard insurance premium or other insurance policy premiums with respect to the Property or any portion thereof shall be retained by Sellers.

(iv) Other Expenses. The following other items shall be adjusted, prorated, and credited for the calendar year in which the Closing occurs as applicable: (1) assignable license and permit fees with respect to licenses and permits (if any) assumed by Buyer; and (2) any assessments and dues or other amounts payable to any property association or pursuant to any declaration or other agreement encumbering the Real Property.

(v) Final Adjustments After Closing. If the actual amounts of prorations are not known as of Closing, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received, re-prorations will be made on the basis of the actual figures, and a final cash settlement will be made between Sellers and Buyer within ten Business Days or receipt of actual figures.

(vi) Survival. The terms of this Section 9(d) shall survive the Closing and delivery of the Deeds.

(e) Closing Costs. The costs incurred in this transaction shall be allocated as follows:

(i) Title Policy. Buyer shall pay the premiums and other charges for the Title Policy and for any endorsements to the Title Policy. Buyer shall also be responsible for all premiums and other charges for any lender's policy of title insurance (including, without limitation, the cost of any endorsements thereto) related to any financing procured by Buyer in connection with the transactions contemplated in this Agreement.

(ii) Transfer Taxes and Recording Fees. Sellers shall pay the cost of any transfer taxes payable in connection with the Deeds and shall pay any recording fees applicable to the Deeds, the Antenna Easement and the cure of any Title Defect. Buyer shall be responsible for all costs related to any financing procured by Buyer in connection with the transactions contemplated in this Agreement, including, without limitation, the cost of any intangible taxes and recording fees, taxes, or stamps applicable to any loan or deed to secure debt.

(iii) Survey. Buyer shall pay the cost of the Survey.

(iv) Escrow Fees. Buyer and Sellers shall each pay one-half of any escrow fees charged by the Title Company.

(v) Legal Fees. Each party shall pay its own legal fees and expenses, except as otherwise expressly provided in this Agreement.

(vi) Other Costs. Buyer and Sellers shall pay any brokerage fees in accordance with Section 15(b) below. All other costs of the Closing not addressed in this Section 9(e) shall be allocated between Buyer and Sellers as is customary in commercial transactions in Fulton County, Georgia.

10. Representations and Warranties.

(a) Sellers' Representations and Warranties. Sellers hereby represent and warrant to Buyer, as of the Agreement Date, as follows:

(i) GTE is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the State of Delaware. Cellco is a general partnership validly existing under the laws of the State of Delaware.

(ii) Each of Sellers has all requisite right, power and authority and has obtained any and all consents (including, without limitation, any and all organizational consents) required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. Each of Sellers has no obligations or liabilities which could, individually or in the aggregate, adversely affect its ability to perform its obligations under this Agreement. This Agreement is duly authorized, executed, and delivered by Sellers, is the legal, valid, and binding obligations of Sellers, and does not violate any provisions of any agreement to which either of Sellers is a party or to which it is subject. All closing documents to be executed by Sellers that are to be delivered to Buyer at the Closing at the Closing will be duly authorized, executed, and delivered by Sellers, will be legal, valid, and binding obligations of Sellers, and will not violate any provisions of any agreement to which Sellers are a party or to which they are subject.

(iii) Except for that certain Building and Rooftop Lease Agreement between Cellco and Verizon Wireless (VAW) LLC (the "Affiliate Lease"), which Affiliate Lease shall be terminated as of the Closing (and, for the avoidance of doubt, Sellers shall be entitled to all rents thereunder without proration), (i) the Property is not subject to any leases nor to the claims of any third-party tenants in possession that would survive the Closing, and (ii) there exists no management, maintenance, operating, service, commission or similar contracts affecting the Property that will survive Closing.

(iv) Sellers: (1) are not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC"), or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order, or regulation (collectively, the "List"); and (2) are not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Sellers constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). Sellers have implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 10(a)(iv) remain true and correct at all times. The term "Embargoed Person" means any person, entity, or

government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in, as to Sellers' representation and warranty in this Section 10(a)(iv), Sellers or, as to Buyer's representation and warranty in Section 10(b)(v) below, Buyer is prohibited by law. Sellers also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any direct interest in Sellers is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section 10(a)(iv) shall not apply to any person to the extent that such person's interest in Sellers is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such an entity.

(v) To Sellers' Knowledge (as defined below), no litigation or condemnation proceedings are pending, or have been threatened in writing, relating to (i) the Property or any part thereof, or (ii) either of Sellers that, with respect to this clause (ii) only, if adversely determined, would individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or that would interfere in any material respect with the consummation of the transaction contemplated in this Agreement.

(vi) To Sellers' Knowledge, Sellers have not received any written notice from any governmental authority having jurisdiction over the Property, or any written third-party environmental or property condition report with respect to the Property providing, that the Property or any portion thereof fails to comply with any Environmental Laws that has not been cured. The term "Environmental Laws" means, collectively, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 et seq., as amended; and any other applicable law, ordinance, regulation, rule, order, or other determination of any governmental authority (whether federal, state, county, municipal, or other local authority) imposing liability or establishing standards of conduct concerning any hazardous, toxic, radioactive, biohazardous, or dangerous waste, substance, or materials, including, without limitation, any regulations adopted and publications promulgated with respect thereto.

(vii) Sellers are not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in Section 1445(f)(3) of the Internal Revenue Code).

The foregoing representations and warranties of Sellers shall be in full force and effect on the Agreement Date. Such representations and warranties shall be deemed to have been reaffirmed and restated by Sellers as of the Closing Date, except for any material change in any of the foregoing representations or warranties or any material breach thereof (but this is not intended to further qualify any of the foregoing representations or warranties that by their terms already are qualified by materiality), that occurs and that is expressly disclosed by Sellers to Buyer in writing at any time and from time to time prior to the Closing (each a "Disclosure" and collectively, the "Disclosures"), which Disclosures shall thereafter be updated by Sellers prior to the Closing Date (and the affected representations and warranties shall at Closing be deemed updated by such Disclosures, subject to Buyer's termination right described below). Sellers agree to give prompt

written notice of any Disclosure to Buyer following Sellers' discovery of any material breach or change that would require a Disclosure. If any change in any of the foregoing representations or any breach of any of the foregoing warranties is a material change or breach, and Sellers do not cure such matter within 20 Business Days after Sellers' receipt of a written request from Buyer to do so, then, notwithstanding anything contained herein to the contrary, Buyer, at its sole option, and as its sole and exclusive remedy therefor, may either: (a) close and consummate the transaction contemplated by this Agreement, without reduction in the Purchase Price; or (b) terminate this Agreement by written notice to Sellers, whereupon the Title Company shall return the Deposit to Buyer and the parties shall have no rights or obligations hereunder, except for those that expressly survive any such termination. Such election shall be made by Buyer within five Business Days after receipt of notice from Sellers that Sellers have elected not to cure such material change or breach. Failure of Buyer to deliver to Sellers a notice of such election of Buyer within that five-Business Days period (time being of the essence with respect thereto) shall conclusively be deemed as Buyer having elected alternative (b) above (i.e., terminate this Agreement). The Closing Date shall be postponed if necessary to permit the full running of each such period described by this paragraph. Notwithstanding the foregoing: (1) in the event Sellers willfully caused the material change or breach or such material change or breach is otherwise caused by Sellers' breach of its obligations under this Agreement, then Sellers shall be in default hereunder and Buyer shall have the rights and remedies set forth in Section 2(d) hereof (subject to the applicable notice and cure periods set forth therein); and (2) any material change or breach relating to condemnation proceedings commenced after the Agreement Date shall be governed exclusively by Section 14 below.

The term "Sellers' Knowledge" means the actual, current, conscious knowledge (and not the implied or constructive knowledge), without any duty of investigation or inquiry, of the following persons (collectively, the "Knowledge Parties"): (i) with respect to Section 10(a)(v), Brendon Chiu; and (ii) with respect to Section 10(a)(vi), Jim Koruthu. Sellers represent and warrant to Buyer that, as of the Agreement Date, Brendon Chiu holds the title of "Associate Director of Real Estate Transactions" of Sellers or an affiliate (including, without limitation, a parent entity) of Sellers and Jim Koruthu holds the title of "Regional Lead for Environmental, Health, and Safety" of Sellers or an affiliate (including, without limitation, a parent entity) of Sellers. Without limiting the generality of the foregoing, Buyer acknowledges that the Knowledge Parties have not performed and are not obligated to perform any investigation or review of any files or other information in the possession of Sellers, or to make any inquiry of any persons, or to take any other actions in connection with the representations and warranties of Sellers set forth in this Agreement. Neither the actual, current, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Knowledge Parties or of any other individual or entity, shall be imputed to the Knowledge Parties. Buyer acknowledges that the Knowledge Parties are named herein solely for the purpose of defining and narrowing the scope of Sellers' knowledge and not for the purpose of imposing any liability on or creating any duties running from the Knowledge Parties to Buyer. There shall be no personal liability on the part of any Knowledge Party arising out of any representations, warranties, or covenants made herein or otherwise arising under this Agreement or in connection with the transactions contemplated hereunder, and Buyer covenants that it will bring no action of any kind against the Knowledge Parties related to or arising out of this Agreement, including, without limitation, the representations and warranties set forth in this Section 10(a). The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

All representations and warranties made by Sellers in this Section 10(a) shall survive the Closing for a period of six months (the "Survival Period"). Buyer's notification of the specific nature of any claim arising from such representations and warranties must be received by Sellers in writing by no later than the last day of the Survival Period (time being of the essence with respect thereto), or such claim shall be forever barred and Sellers shall have no liability with respect thereto. If the Closing occurs, then the aggregate liability of Sellers with respect to all claims made by Buyer under this Section 10(a) or under any other obligation or covenant of Sellers in this Agreement that expressly survives Closing or under any of the documents delivered to Buyer at Closing shall not exceed an amount equal to two percent of the Purchase Price (the "Liability Cap"), nor shall Sellers have any liability for any claims hereunder or thereunder unless and until the aggregate amount of all such claims is equal to or greater than $50,000.00 (the "Liability Threshold"). If the Liability Threshold is met, then Sellers' liability will start from the first dollar without giving effect to such Liability Threshold (but Sellers' liability will remain subject to the Liability Cap). For the avoidance of doubt, Sellers are not required to escrow any of the sales proceeds hereunder to secure Sellers' potential liability under this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) no misrepresentation by Sellers of the representations and warranties in clause (i), (ii), (iv) or (vii) shall be subject to the Survival Period, Liability Cap or Liability Threshold; and (ii) no representation or warranty made in this Agreement by Sellers shall survive the Closing (and Sellers shall have no liability or obligation) relative to any matters disclosed (and clearly identified) in the Documents or actually known to Steven Krokoff or other authorized representatives of Buyer, to be untrue or incorrect prior to or at the Closing (provided neither the actual, current, conscious knowledge of any other individual or entity, nor the constructive knowledge of any such individual shall be imputed to any such individual). Buyer further acknowledges Buyer has a right of investigation and inquiry in determining whether or not the Property is suitable for its purpose. The provisions of this paragraph shall survive the Closing.

(b) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Sellers, as of the Agreement Date, as follows:

(i) Buyer is a municipal corporation, duly organized and validly existing under the laws of the state in which it was formed and is in good standing under the laws of its state or commonwealth of organization.

(ii) This Agreement and all documents executed by Buyer that are to be delivered to Sellers at Closing are (or at the Closing will be) duly authorized, executed, and delivered by Buyer, and are (or at the Closing will be) legal, valid, and binding obligations of Buyer, and do not (and at the Closing will not) violate any provisions of any agreement to which Buyer is a party or to which it is subject.

(iii) At the Closing, Buyer (or its permitted assignee) will furnish all of the funds for the purchase of the Property and such funds will not be from sources or properties derived from any unlawful activity by Buyer.

(iv) Buyer is a sophisticated investor with substantial experience in acquiring assets of the same class and type as the Property and has such knowledge and experience

in financial and business matters that Buyer is capable of evaluating the merits and risks of an acquisition of the Property.

(v) Buyer: (1) is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC or on any other List; and (2) is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 10(b)(v) remain true and correct at all times. Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any direct interest in Buyer is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section 10(b)(v) shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity.

The foregoing representations and warranties shall be in full force and effect on the Agreement Date. Such representations and warranties shall be deemed reaffirmed and restated by Buyer as of the Closing Date.

11. Interim Covenants.

(a) Maintenance of Property. After the Agreement Date and through the Closing, Sellers shall use reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Sellers have maintained the Property prior to and on the Agreement Date (subject to reasonable wear and tear and further subject to damage or destruction caused by casualty, condemnation, or other events beyond the reasonable control of Sellers, none of which Sellers will be required to repair); *provided, however*, that in no event shall Sellers be required to make any expenditures that are capital in nature. Sellers agree to cause all management, maintenance, operating, service, commission or similar contracts affecting the Property to be terminated such that neither Buyer nor the Property will be bound by such agreements from and after Closing.

(b) Sellers' Covenant Not to Encumber. After the Agreement Date and through the Closing, Sellers shall not voluntarily do any one or more of the following: (1) lease, or otherwise encumber the Property (or any part thereof), in each case in any manner that will survive Closing; (2) sell or otherwise dispose of the Property (or any part thereof), and in each case set forth in clause (1) – (2) above except: (i) as approved in writing by Buyer (in its sole and absolute discretion); (ii) as expressly provided in this Agreement; or (iii) for condemnation proceedings or conveyances in lieu thereof.

12. AS-IS CONDITION; RELEASE. IN CONSIDERATION OF SELLERS' ENTERING INTO THIS AGREEMENT AND AS AN INDUCEMENT TO SELLERS TO SELL THE PROPERTY, BUYER MAKES THE FOLLOWING REPRESENTATIONS, WARRANTIES, COVENANTS, WAIVERS, AGREEMENTS, ACKNOWLEDGEMENTS, AND RELEASES, EACH OF WHICH IS MATERIAL AND IS BEING RELIED UPON BY SELLERS. THE REPRESENTATIONS, WARRANTIES, COVENANTS, WAIVERS,

AGREEMENTS, ACKNOWLEDGEMENTS, AND RELEASES OF BUYER SET FORTH IN THIS SECTION 12 SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEEDS.

(a) AS-IS CONDITION. ON OR BEFORE THE DILIGENCE APPROVAL DATE, BUYER WILL HAVE INSPECTED AND APPROVED THE PHYSICAL, ENVIRONMENTAL, AND LEGAL CHARACTERISTICS AND CONDITION OF THE PROPERTY, AS WELL AS THE ECONOMIC CHARACTERISTICS OF THE PROPERTY. BUYER HEREBY WAIVES ANY AND ALL DEFECTS IN THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CHARACTERISTICS AND CONDITION OF THE PROPERTY THAT WOULD BE DISCLOSED BY SUCH INSPECTION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER SELLERS NOR ANY OF SELLERS' RESPECTIVE OFFICERS OR DIRECTORS, NOR SELLERS' RESPECTIVE EMPLOYEES, AGENTS, BROKERS, REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLERS (HEREAFTER, FOR THE PURPOSE OF THIS SECTION 12, SUCH PERSONS AND ENTITIES ARE INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "SELLERS"), EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, HAVE MADE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS (EXPRESS OR IMPLIED) BY OR ON BEHALF OF SELLERS AS TO ANY MATTERS CONCERNING THE PROPERTY, THE ECONOMIC RESULTS TO BE OBTAINED OR PREDICTED, OR THE CURRENT USE THEREOF OR THE SUITABILITY FOR BUYER'S INTENDED USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: SUITABILITY OF THE TOPOGRAPHY; THE AVAILABILITY OF WATER RIGHTS OR UTILITIES; THE PRESENT AND FUTURE ZONING, SUBDIVISION, AND ANY AND ALL OTHER LAND USE MATTERS; THE CONDITION OF THE SOIL, SUBSOIL, OR GROUNDWATER; THE PURPOSE(S) TO WHICH THE PROPERTY IS SUITED; DRAINAGE; FLOODING; ACCESS TO PUBLIC ROADS; OR PROPOSED ROUTES OF ROADS OR EXTENSIONS THEREOF. BUYER REPRESENTS, ACKNOWLEDGES, AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, THE PROPERTY IS TO BE PURCHASED, CONVEYED, AND ACCEPTED BY BUYER IN ITS PRESENT "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS," AND THAT NO PATENT OR LATENT DEFECT IN THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF ANY PARTY HERETO. ANY DOCUMENTS FURNISHED TO BUYER BY SELLERS RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, SERVICE AGREEMENTS, MANAGEMENT CONTRACTS, MAPS, SURVEYS, STUDIES, PRO FORMAS, REPORTS, AND OTHER INFORMATION, SHALL BE DEEMED FURNISHED AS A COURTESY TO BUYER BUT WITHOUT REPRESENTATION OR WARRANTY FROM SELLERS EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING. ALL WORK DONE IN CONNECTION WITH PREPARING THE PROPERTY FOR THE USES INTENDED BY BUYER, INCLUDING ANY AND ALL FEES, STUDIES, REPORTS, APPROVALS, PLANS, SURVEYS, AND PERMITS, AND ANY EXPENSES WHATSOEVER NECESSARY OR DESIRABLE IN CONNECTION WITH BUYER'S ACQUIRING, DEVELOPING, USING, OR

OPERATING THE PROPERTY, SHALL BE OBTAINED AND PAID FOR BY, AND SHALL BE THE SOLE RESPONSIBILITY OF, BUYER. BUYER HAS INVESTIGATED AND HAS KNOWLEDGE OF OPERATIVE AND PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY MAY BE SUBJECT AND SHALL ACQUIRE THE PROPERTY UPON THE BASIS OF ITS REVIEW AND DETERMINATION OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY IN RELIANCE ON BUYER'S ABILITY TO MAKE ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CONDITIONS OF THE PROPERTY, AND BUYER HAS NEITHER RECEIVED NOR RELIED UPON ANY REPRESENTATIONS OR WARRANTIES CONCERNING SUCH CONDITIONS FROM SELLERS, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING. BUYER ACKNOWLEDGES THAT BUYER WILL CONSIDER, INSPECT AND REVIEW TO BUYER'S SATISFACTION ALL PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL ASPECTS AND CONDITIONS OF THE PROPERTY, AND THAT BUYER WILL DECIDE WHETHER TO ACQUIRE THE PROPERTY ON THE BASIS OF BUYER'S OWN EVALUATION, WITHOUT THE BENEFIT OF ANY REPRESENTATION OR WARRANTY FROM SELLERS, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN SECTION 10(a) HEREIN OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, OR ANY OF SELLERS' RESPECTIVE AGENTS, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR REPRESENTATIVES.

(b) WAIVER OF CERTAIN CLAIMS AND RELEASE OF SELLERS. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, BUYER SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION, OR DEFECT PERTAINING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY ASBESTOS-CONTAINING MATERIAL, HAZARDOUS, TOXIC, OR RADIOACTIVE WASTE, SUBSTANCE, OR MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, ANY CHEMICALS, POLLUTANTS, CONTAMINANTS, PESTICIDES, PETROLEUM, PETROLEUM PRODUCTS OR BY-PRODUCTS, RADIOACTIVE SUBSTANCES, SOLID WASTE, OR OTHER TOXIC WASTE, SUBSTANCE, OR MATERIAL REGULATED, LISTED, LIMITED OR PROHIBITED UNDER ANY ENVIRONMENTAL LAW OR ANY OTHER LOCAL, STATE OR FEDERAL LAW OR REGULATION, THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, THE PHYSICAL CONDITION OF THE IMPROVEMENTS, THE PRESENT AND FUTURE CONDITION OF TITLE, ZONING AND LAND USE MATTERS, THE CONDITION OF THE SOIL AND GROUNDWATER, AND THE PURPOSE TO WHICH THE PROPERTY IS SUITED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, BUYER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELEASES SELLERS, AND ALL OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, LENDERS, AGENTS, AND EMPLOYEES, AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, HEIRS, AND ASSIGNS, AND EACH OF THEM

(INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL RIGHTS AND CLAIMS AGAINST SELLERS AND THE RELEASED PARTIES WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONDITION, VALUATION, MARKETABILITY, OR UTILITY OF THE PROPERTY AND ANY RIGHTS OF BUYER UNDER THE STATE OR FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED FROM TIME TO TIME, OR SIMILAR LAWS). BUYER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND RELEASE INCLUDES ALL RIGHTS AND CLAIMS OF BUYER AGAINST SELLERS AND THE RELEASED PARTIES PERTAINING TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONDITION, VALUATION, MARKETABILITY, AND UTILITY OF THE PROPERTY), WHETHER HERETOFORE OR NOW EXISTING OR HEREAFTER ARISING, OR WHICH COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, WHICH IN ANY WAY ARISE OUT OF, OR ARE CONNECTED WITH, OR RELATE TO, THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS CURRENTLY UNAWARE AND OF WHICH BUYER DOES NOT CURRENTLY SUSPECT TO EXIST, WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLERS OR THE RELEASED PARTIES. IN CONNECTION THEREWITH AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS, AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN, OR MAY HEREAFTER GIVE, RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, AND EXPENSES THAT ARE CURRENTLY UNKNOWN, UNANTICIPATED, AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THE WAIVERS AND RELEASES IN THIS SECTION 12 HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE, AND ACQUIT SELLERS AND THE RELEASED PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, AND EXPENSES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING.

THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE THE CLOSING.

13. Possession. Buyer shall have the right of possession of the Real Property on and after the Closing Date, subject only to the Permitted Exceptions (including, without limitation, the Post-Closing License [subject to Section 9(b)(iv) above and Section 14(c) below] and the Antenna Easement) and free and clear of all rights of tenants, licensees, or others in possession of the Property (subject to the terms of the Post-Closing License [subject to Section 9(b)(iv) above and Section 14(c) below] and the Antenna Easement).

14. Casualty and Condemnation.

(a) Casualty; Material Taking. Neither Sellers nor Buyer shall have any right to terminate this Agreement on account of any damage or destruction to the Property, or any part

thereof, occurring between the Agreement Date and the Closing Date (regardless of the cause of such damage or destruction, including, without limitation, fire, hurricane, storm, sinkhole or other subsidence, or other casualty), and this Agreement shall remain in full force and effect notwithstanding such damage or destruction (subject only to Section 14(c) below). For the avoidance of doubt and without limiting the generality of the foregoing, in the event of any damage or destruction to the Property, or any part thereof, occurring between the Agreement Date and the Closing Date: (i) Sellers will have no obligation to repair any such damage or destruction except as may be required by law or regulation or as may be reasonably necessary to protect the health and safety of contractors, licensees, guests and visitors to the Property; and (ii) any insurance proceeds payable under any property insurance policies maintained by Sellers with respect to the Property shall be payable to (and retained by) Sellers and there shall be no adjustment to the Purchase Price on account thereof. If, between the Agreement Date and the Closing Date, condemnation proceedings are commenced against the Real Property and such proceedings would result in a taking of (x) any road frontage of the Land (except for condemnation in connection with the installation of a sidewalk adjacent to any public road); (y) more than 5% of the aggregate area of the Land; or (z) more than $250,000 of aggregate land value of the Land (a "Material Taking"), then Buyer shall have the right, exercisable by giving written notice of such decision to Sellers within ten Business Days after receiving written notice of such condemnation proceedings, to either: (1) terminate this Agreement in its entirety, in which case no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement; or (2) proceed with Closing as hereinafter described. Time is of the essence for Buyer's delivery of such termination notice. In the event of such termination, the Deposit shall be returned to Buyer, as Buyer's sole and exclusive remedy.

(b) Proceeding to Closing. If, between the Agreement Date and the Closing Date, condemnation proceedings are commenced against the Real Property but such proceedings would not result in a Material Taking, or if Buyer fails to timely terminate this Agreement as provided in Section 14(a) above (time being of the essence with respect thereto), then Buyer shall accept the Real Property in its then-current condition and proceed with the Closing with no reduction, offset, or abatement of the Purchase Price, and accept, as Buyer's sole recourse, payment or assignment (without any representation or warranty) of Sellers' right, title, and interest in any applicable condemnation awards. The Closing Date shall automatically be extended as may be necessary for the timeframes set forth in this Section 14 to run; *provided, however*, the Closing may occur prior to the final settlement and payment of condemnation proceeds, if applicable.

(c) Post-Closing License. If, between the Agreement Date and the Closing Date, (i) the Real Property, or any part thereof, is destroyed or damaged, or (ii) condemnation proceedings are commenced against the Real Property, or any part thereof, then Sellers may, in Sellers' sole discretion, determine that Sellers and Buyer shall not enter into the Post-Closing License at Closing, such determination to be made by written notice delivered to Buyer prior to the Closing. In the event of such determination by Sellers, Sellers) and Buyer will not enter into the Post-Closing License at Closing, and there shall be no adjustment to the Purchase Price on account thereof.

15. Miscellaneous.

(a) Notices. Except as otherwise expressly provided in Section 5(b)(i) above, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice only if given in writing and delivery to the addresses set forth below (or such other address as any party may from time to time specify by notice to the other) is made either by (i) personal delivery, or (ii) nationally recognized overnight air courier service, next Business Day delivery, prepaid.

If to Sellers:

Cellco Partnership and GTE Wireless LLC c/o Verizon Global Real Estate 7701 E. Telecom Parkway Temple Terrace, Florida 33637 Mail Code: FLTDSB1W Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lease Administration	with a mandatory copy to: Cellco Partnership and GTE Wireless LLC c/o Verizon Global Real Estate One Verizon Way Basking Ridge, NJ 07920 Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lourdes Blanco, Esq.
	and: Holland & Knight LLP 100 North Tampa Street Suite 4100 Tampa, Florida 33602 Attn: Richard D. Eckhard, Esq.

As a condition to the effectiveness of any notice delivered to Sellers, (i) **each notice sent to Sellers must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the recipient's address as shown above**, and (ii) a copy of each notice sent to Sellers must be concurrently sent via email to vz.gre.leaseadmindocuments@verizon.com, jon.dunner@verizon.com, brendon.chiu@verizon.com, and lourdes.blanco@verizon.com.

If to Buyer:

City of Milton 2006 Heritage Walk Milton, Georgia 30004 Attn: Steven Krokoff	with a mandatory copy to: Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attn: Jeffrey M. Strickland, Esq.

Notice shall be deemed to have been delivered (x) upon actual delivery or refusal to accept delivery if hand-delivered in person; or (y) on the day such notice is deposited with a nationally recognized overnight air courier service in accordance with clause (ii) above. Notices given by Sellers' counsel on Sellers' behalf shall be deemed given by Sellers and notices given by Buyer's counsel on Buyer's behalf shall be deemed given by Buyer.

(b) Brokers and Finders. Each party represents and warrants to the others that such representing party has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker, entity, agent, commission salesperson, or other person who will claim a right to compensation or a commission or finder's fee as a procuring cause of the purchase and sale contemplated in this Agreement, except for Major & Arroll, which represents Sellers ("Sellers' Broker"). If the Closing actually occurs, Sellers' Broker's commission shall be paid by Sellers pursuant to a separate written agreement between Sellers and Sellers' Broker. In the event of a claim for a broker's or finder's fee or commission in connection with the transactions contemplated by this Agreement, Sellers shall indemnify, defend, and hold harmless Buyer from the same if such claim is based upon any statement or agreement alleged to have been made by Sellers (including, without limitation, any such claim by Sellers' Broker), and Buyer shall indemnify, defend, and hold harmless Sellers from the same if such claim is based upon any statement or agreement alleged to have been made by Buyer. No commission shall be paid or become payable unless the Closing actually occurs. The provisions of this Section 15(b) shall survive Closing and any termination of this Agreement.

(c) Successors and Assigns. With the exception of an assignment by Buyer of its rights and obligations hereunder to a local development authority activated in accordance with O.C.G.A. § 36-62-1 (Development Authorities Law), Buyer's rights and obligations under this Agreement shall not be otherwise assignable (whether voluntarily or involuntarily, and whether by assignment, merger, consolidation, dissolution, operation of law, or any other manner).

(d) Amendments and Terminations. Except as otherwise provided in this Agreement, this Agreement may be amended or modified by, and only by, a written instrument executed by Sellers and Buyer.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to choice of law rules thereof. The provisions of this Section 15(e) shall survive the Closing and any termination of this Agreement.

(f) Merger of Prior Agreements. This Agreement contain the entire agreement between Sellers and Buyer pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof, whether oral, implied, or written. No party hereto has made, and no party hereto is relying on or has been induced to execute this Agreement by, any promises, representations, communications, statements, assertions, declarations, omissions, agreements, arrangements, or understandings, whether oral, implied, or written, that are not fully expressed and set forth in this Agreement. Additionally, the consideration recited in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, is the full, complete, and entire consideration for this Agreement.

(g) Enforcement. In the event a dispute arises concerning this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees. Notwithstanding anything contained in this Agreement

to the contrary, "attorneys' fees" and the phrases "reasonable attorneys' fees," "legal fees," "counsel fees," "reasonable legal fees," or words of similar import shall refer to reasonable attorneys' fees actually incurred, and not, for the avoidance of doubt, attorneys' fees calculated by reference to any statutory formula, including, without limitation, O.C.G.A. § 13-1-11. Buyer and Sellers both acknowledge each has been advised by counsel as to their respective rights, duties, and obligations in this Agreement and have had ample opportunity to negotiate same. Thus, both Buyer and Sellers acknowledge that any ambiguity in this Agreement should not be resolved against the drafter of this Agreement. The provisions of this Section 15(g) shall survive the Closing and any termination of this Agreement.

(h) Time of the Essence. Time is of the essence for the performance of all actions (including, without limitation, the giving of notices and the funding of money) required or permitted to be taken under this Agreement.

(i) Electronic Signatures; Counterparts. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

(j) Survivability. Except as otherwise provided in this Agreement, Sellers' covenants contained in this Agreement shall not survive the Closing of the purchase and sale and shall be deemed merged in the Deeds. In furtherance thereof, upon execution and delivery of the Deeds and the other closing documents, the representations, warranties, covenants, conditions, rights, liabilities, and obligations of Sellers under this Agreement shall expire and terminate without any further action by the parties, except where and to the extent that this Agreement expressly provides that any such representations, warranties, covenants, conditions, rights, liabilities, and obligations of Sellers survive the Closing, or to the extent expressly contained in the Deeds and the other documents or instruments executed and delivered at or after the Closing.

(k) No Recordation. Neither Sellers nor Buyer shall record this Agreement or any memorandum thereof in or among the land or chattel records of any jurisdiction.

(l) Proper Execution. The submission by Sellers to Buyer of this Agreement in unsigned form shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Buyer or impose any obligations on Sellers irrespective of any reliance thereon, change of position, or partial performance, unless and until Buyer and Sellers shall have executed and delivered this Agreement.

(m) Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless such last day is not a Business Day, in which event the period shall run until the next day that is a Business Day. Unless expressly indicated otherwise, (a) all references to time shall be deemed to refer to Eastern

Time; and (b) all time periods shall expire at 5:00 p.m. (Eastern Time). "Business Day" shall mean Monday through and including Friday, except for U.S. federal holidays or state holidays observed by the State of Georgia.

(n) Incorporation of Recitals and Exhibits. All recitals set forth in this Agreement and all schedules and exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement.

(o) Captions. The section headings appearing in this Agreement are for the convenience of reference only and are not intended to limit or define the text of any section or subsection thereof.

(p) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall nonetheless remain in full force and effect.

(q) WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 15(q) SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

(r) No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the express parties hereto and, subject to any restrictions on assignment contained in this Agreement, their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

(s) No Service Contracts. Sellers and Buyer acknowledge and agree that, at the Closing, Sellers will not be assigning, and Buyer will not be assuming, any of Sellers' service contracts or maintenance agreements relating to the Property.

(t) Confidentiality. Subject to the provisions of the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-71 et seq.): All information acquired by any Buyer Party with respect to the Property, whether delivered by Sellers or any of their respective employees, agents, brokers, or other representatives before, on, or after the Agreement Date or obtained by a Buyer Party as a result of its inspection of the Property or otherwise, including without limitation, (a) an offering memorandum and various other written materials, legal instruments, financial information, environmental studies and reports, surveys and other data and materials concerning the Property, (b) any oral discussions regarding the Property, and (c) information acquired through a visit to the Property, including, without limitation, any photographs or video that may be taken during any such site visit (collectively, "Inspection Material") shall be used solely for the purpose of determining whether or not the

Property is suitable for Buyer's purpose and for no other reason. Buyer acknowledges that none of Sellers or their affiliates, or Sellers' broker or its affiliates, or any of their respective partners, agents, employees, or other representatives, makes any express or implied representation or warranty as to the accuracy or completeness of the Inspection Material, and each such party expressly disclaims any and all liability that may be based on the Inspection Material, errors therein, and omissions therefrom. Buyer agrees to rely solely on its own independent investigation, analysis, appraisal, and evaluation of the facts and circumstances concerning the Property.

All Inspection Material shall be kept in strict confidence and shall not be disclosed to any individual or entity other than those Buyer Parties and those Related Parties who need to know the information for the purpose of assisting Buyer in making such determination. "Related Parties" means Buyer's lenders, prospective lenders, prospective investors, partners, advisors, outside counsel, and accountants and Buyer's prospective purchasers of all or a portion of the Property. Buyer shall indemnify, protect, defend, and hold Sellers harmless from and against any and all claim, loss, liability, cost, damage, or expense (including, without limitation, reasonable attorneys' fees) that Sellers may suffer or incur as a result of the disclosure of any Inspection Material to any individual or entity other than an appropriate Buyer Party or the use of any Inspection Material by any Buyer Party for any purpose other than as permitted in this Section 15(t); provided Buyer shall have no obligation under this Section 15(t) for any claim, loss, liability, cost, damage, or expense to the extent such disclosure or use was caused by negligent or willful acts or omissions of Sellers or any of their respective employees, agents, brokers, or other representatives. If Buyer elects to terminate this Agreement or if the Closing fails to take place for any other reason whatsoever, Buyer shall, promptly following Sellers' written request therefor, deliver to Sellers all Inspection Material in the possession of any Buyer Party or any Related Parties (or destroy all copies, notes or extracts thereof) and, unless such termination was due to Sellers' default, shall deliver to Sellers, without representation or warranty by Buyer, copies of all non-privileged third party analyses, compilations, studies, reports, surveys, contracts, leases, correspondence, governmental filings, or other documents prepared for and received by Buyer (whether in written form or contained in database or other similar form) regarding or relating to the Property or the transaction contemplated by this Agreement or containing or reflecting any Inspection Material. Buyer shall be responsible for compliance and any breach of this Section 15(t) by any Buyer Party or Related Parties and any other persons or entities who have been provided Evaluation Material by any Buyer Party or Related Parties, whether or not in accordance with this Section. Buyer shall not copy or duplicate any Inspection Material other than for purposes permitted hereunder. Notwithstanding anything herein to the contrary, neither any Buyer Party nor any Related Parties shall be required to destroy electronically-stored Inspection Material to the extent such Inspection Material must be retained to comply with regulatory, administrative or legal obligations, or which may be maintained as archive copies on such party's disaster recovery or information technology backup systems. In the event of a breach or threatened breach by Buyer or any other Buyer Party of this Section 15(t), Sellers shall be entitled to an injunction restraining Buyer or such other Buyer Party from disclosing, in whole or in part, any Inspection Material. Nothing herein shall be construed as prohibiting Sellers from pursuing any other available remedy at law or in equity for such breach or threatened breach. No party hereto shall not make a public disclosure of the existence of this Agreement or of the terms of this Agreement, without the prior written consent of the other parties hereto in each instance. The provisions of this Section 15(t) shall survive the Closing and any termination of this Agreement for a period of one year. The Parties acknowledge and agree that the provisions of this Section 15(t) are only applicable and enforceable to the extent they do not

conflict with any applicable requirements of the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) or the Georgia Open Records Act (O.C.G.A. § 50-18-71 et seq.)

16. Single Seller. Notwithstanding anything to the contrary in this Agreement, for all purposes under this Agreement, despite owning different portions of the Property, the parties agree that, for purposes of this Agreement, (i) Sellers shall act and be treated at all times as a single seller of the Property, and the vote, action or consent of one Seller hereunder at all times shall constitute the vote, action or consent of both Sellers hereunder; and (ii) all obligations of Sellers hereunder shall be joint and several.

17. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver or operate as a waiver of Buyer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of this Agreement requiring the Buyer to indemnify the Sellers is only valid to the extent allowed by Georgia law.

[Signatures commence on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

SELLERS:

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Nicole Defuria Nicholson,
Vice President-Real Estate

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Nicole Defuria Nicholson,
Vice President-Real Estate

BUYER:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk



JOINDER OF THE TITLE COMPANY

The Title Company hereby joins in the execution of the Agreement and agrees to accept, hold, and return the Deposit, and disburse any other funds received under the Agreement, in accordance with the provisions of such Agreement. The Title Company shall only be bound to those provisions of the Agreement relating to title insurance, the Deposit, the Escrow Agreement, and the Closing escrow.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Anthony Moretta, Esq.
Title: Senior Underwriting Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Tract 1:

All that tract or parcel of land lying and being in Land Lots #1114, #1115, #1118 and #1119, 2nd District, 2nd Section, Fulton County, Georgia, and being the same property shown on plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor #2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, and being more particularly described as follows:

To find the point of beginning, commence at the common corners of Land Lots #1113, #1114, #1119 and #1120, running thence South 89°10'31" East 588.68 feet along the common land Lot line of #1114 and #1119 to an iron pin set on the easterly right-of-way of proposed Deerfield Parkway (100' R/W) and said point being the true point of beginning;

Thence, North 24°29'49" West 240.35 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set; thence, along a curve to the right having a radius of 663.61 feet an arc length of 1155.24 feet, being subtended by a chord of North 25°22'30" East for a distance of 1014.79 feet along said right-of-way to an iron pin set;
Thence, North 75°14'48" East 270.60 feet to an iron pin set;
Thence, 75°14'48" East 199.68 feet to an iron pin set;
Thence, leaving said right-of-way following the centerline creek South 44°13'26" East 76.59 feet to a point;
Thence, following said creek South 55°05'41" East 44.51 feet to a point;
Thence, following said creek South 65°10'20" East 78.76 feet to a point;
Thence, following said creek South 61°25'43" East 79.56 feet to a point;
Thence, following said creek South 46°48'17" East 204.03 feet to a point;
Thence, following said creek South 12°55'44" East 26.98 feet to a point;
Thence, following said creek South 43°29'29" East 57.63 feet to a point;
Thence, following said creek South 59°21'19" East 27.06 feet to a point;
Thence, following said creek South 09°19'59" East 15.44 feet to a point;
Thence, following said creek South 05°15'18" West 86.90 feet to a point;
Thence, following said creek South 25°33'55" West 16.91 feet to a point;
Thence, following said creek South 03°45'03" West 39.05 feet to an iron pin set at the intersection of centerline of creek and the proposed 1034' contour the low water mark of proposed lake;
Thence, following the proposed low water mark of said lake North 74°03'55" West 66.69 feet to a point;
Thence, following the proposed low water mark of said lake South 81°15'56" West 36.28 feet to a point;

[CONTINUES ON FOLLOWING PAGE]

Thence, following the proposed low water mark of said lake South 87°03'05" West 15.72 feet to a point;
Thence, following the proposed low water mark of said lake South 72°44'36" West 22.47 feet to a point;
Thence, following the proposed low water mark of said lake South 63°15'36" West 16.45 feet to a point;
Thence, following the proposed low water mark of said lake South 24°24'35" East 32.30 feet to a point;
Thence, following the proposed low water mark of said lake South 70°03'45" West 9.24 feet to a point;
Thence, following the proposed low water mark of said lake South 14°59'29" East 19.17 feet to a point;
Thence, following the proposed low water mark of said lake North 76°26'08" East 9.47 feet to a point;
Thence, following the proposed low water mark of said lake South 08°43'14" East 37.68 feet to a point;
Thence, following the proposed low water mark of said lake South 00°08'08" West 32.26 feet to a point;
Thence, following the proposed low water mark of said lake South 09°06'55" West 23.63 feet to a point;
Thence, following the proposed low water mark of said lake South 82°24'53" East 29.77 feet to a point;
Thence, following the proposed low water mark of said lake South 73°44'20" East 41.15 feet to a point;
Thence, following the proposed low water mark of said lake South 61°50'09" East 20.82 feet to a point;
Thence, following the proposed low water mark of said lake North 82°16'41" East 67.97 feet to a point;
Thence, following the proposed low water mark of said lake North 53°23'21" East 11.94 feet to a point;
Thence, following the proposed low water mark of said lake South 37°12'02" East 49.07 feet to a point;
Thence, following the proposed low water mark of said lake South 10°28'30" West 64.73 feet to a point;
Thence, following the proposed low water mark of said lake South 48°11'42" East 61.54 feet to a point;
Thence, following the proposed low water mark of said lake South 14°53'24" East 54.78 feet to a point;
Thence, following the proposed low water mark of said lake South 72°28'20" East 11.78 feet to an iron pin set;
Thence , leaving said lake South 18°29'02" West 254.14 feet to an iron pin set;
Thence South 35°12'21" West 280.00 feet to an iron pin set;
Thence, South 06°18'56" East 281.24 feet to an iron pin set at the right-of-way of proposed Morris Road Extension (100' R/W);

[CONTINUES ON FOLLOWING PAGE]

Thence, along a curve to the right having a radius of 900.00 feet and an arc length of 151.60 feet, being subtended by a chord of South 87°59'38" West for a distance of 151.42 feet along said right-of-way to an iron pin set;
Thence, North 87°10'51" West 286.86 feet along said right-of-way to an iron pin set;
Thence, along a curve to the left having a radius of 600.00 feet and an arc length of 286.09 feet, being subtended by a chord of South 79°09'35" West for a distance of 283.38 feet along said right-of-way to an iron pin set;
Thence, South 65°30'00" West 174.13 feet along said right-of-way to an iron pin set;
Thence, North 63°52'10" West 51.32 feet along said right-of-way to an iron pin set at the easterly right-of-way of proposed Deerfield Parkway (100' R/W);
Thence, North 24°29'49" West 516.65 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set located at the true point of beginning.

Less and except the land conveyed by Quitclaim deed from Development Authority of Fulton County to Deerfield Park, LLC, a Georgia limited liability company, dated March 25, 1998, and recorded in Deed Book 24183, Page 1, Fulton County, Georgia Records.

Tract 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1118, 2nd District, 2nd Section, Fulton County, Georgia; and being the same property designated as Phase II and being shown on a plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor No. 2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, which survey is incorporated herein by this reference, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the common land lot corner of Land Lots 1113, 1114, 1119 and 1120; thence leaving the aforesaid common land lot corner, run thence South 89°10'31" East 588.68 feet along the common land lot line of Land Lots 1114 and 1119 to an iron pin set located on the genrally easterly right-of-way line of proposed Deerfield Parkway (100-foot right-of-way width); thence leaving the aforesaid land lot line, run in a southeasterly direction along the aforesaid right-of-way line of proposed Deerfield Parkway South 24°29'49" East 516.65 feet to an iron pin set located on the generally northerly right-of-way line of proposed Morris Road Extension (100-foot right-of-way width); thence leaving the aforesaid right-of-way line, run along the northerly right-of-way line of proposed Morris Road Extension the following five (5) courses and distances and following the curvature thereof: (1) South 63°52'10" East 51.32 feet to an iron pin set; (2) North 65°30'00" East 174.13 feet to an iron pin set; (3) along a curve to the right having a radius of 600.00 feet, an arc length of 286.09 feet, and being subtended by a chord of North 79°09'35" East for a distance of 283.38 feet to an iron pin set; (4) South 87°10'51" East 286.86 feet to an iron pin set; and (5) along a curve to the left having a radius of 900.00 feet, an arc length of 151.60 feet, and being subtended by a chord of North 87°59'38" East for a distance 151.42 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, as thus established, thence leaving the aforesaid right-of-way line, run the following three (3) courses and distances: (1) North 06°18'56" West 281.24 feet to an iron pin set; (2) North 35°12'21" East 280.00 feet to an iron pin set; and (3) North 18°29'02" East 254.14 feet to an iron pin set located at the proposed 1034.00-foot contour line and the low water mark of a proposed lake; thence following the proposed low water mark of said lake, run the following thirteen (13) courses and distances: (1) South 72°16'23" East 115.84 feet to a point; (2) South 55°51'57" East 81.42 feet to a point; (3) South 45°34'11" East 27.87 feet to a point; (4) South 85°14'52" East 81.32 feet to a point; (5) North 88°16'29" East 77.67 feet to a point; (6) South 89°38'05" East 70.36 feet to a point; (7) North 49°33'03" East 21.55 feet to a point; (8) North 09°01'40" East 9.60 feet to a point; (9) North 64°16'24" East 12.93 feet to a point; (10) North 85°48'31" East 54.99 feet to a point; (11) North 68°39'18" East 41.80 feet to a point; (12) South 49°40'12" East 32.15 feet to a point; and (13) South 35°27'40" East 53.48 feet to an iron pin set located at the northwesterly right-of-way line of proposed Morris Road Extension; thence leaving the aforesaid proposed lake, run along the northwesterly right-of-way line of proposed Morris Road Extension the following two (2) courses and distances and following the curvature thereof: (1) South 36°34'52" West 337.15 feet along said right-of-way to an iron pin set; and (2) along a curve to the right having a radius of 900.00 feet, an arc length of 731.79 feet, and being subtended by a chord of South 59°52'29" West for a distance of 711.80 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING.**

[NO FURTHER TEXT ON THIS PAGE]

EXHIBIT B

POST-CLOSING LICENSE AGREEMENT

POST-CLOSING LICENSE AGREEMENT

THIS POST-CLOSING LICENSE AGREEMENT (this "*License Agreement*") is made and entered into effective as of the Effective Date (as defined in Section 2 below) by and between City of Milton, a Georgia municipal corporation ("*Licensor*"), and [_____, a/an _____] ("*Licensee*").

BACKGROUND FACTS

A. Licensor, as "Buyer," and [Licensee *OR* Licensee's affiliates, Cellco Partnership and GTE Wireless LLC], as "Sellers," are parties to that certain Purchase and Sale Agreement dated as of [_____], 2026 (as amended and/or assigned, the "*Purchase Agreement*").

B. As of the Effective Date, Licensor has purchased from [Licensee *OR* Licensee's affiliates], and [Licensee *OR* Licensee's affiliates] [has *OR* have] sold to Licensor, the Property (as defined in the Purchase Agreement).

C. As contemplated by the Purchase Agreement, Licensor and Licensee desire to enter into this License Agreement to provide for Licensee's and Licensee's agents', employees', contractors', subcontractors', and consultants' (individually, a "*Licensee Party*" and collectively, the "*Licensee Parties*") access to and from the Property solely for the purpose of removing Existing Personal Property (as defined in Section 5 below) from the Property, and for no other purpose whatsoever, all as more particularly described in this License Agreement.

NOW, THEREFORE, for and in consideration of the sum of $10.00 paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

OPERATIVE PROVISIONS

1. Recitals. The "Background Facts" recitals set forth hereinabove are hereby incorporated into this License Agreement as if fully set forth in this Section 1.

2. Definitions; Effective Date. Except as may be otherwise set forth in this License Agreement, all terms used in this License Agreement that are capitalized shall have the meanings as set forth in the Purchase Agreement. As used in this License Agreement, the "*Effective Date*" means the date on which the Closing occurs under the Purchase Agreement.

3. Grant of License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the benefit of Licensee and the Licensee Parties, a non-exclusive right and license (the "*License*") to enter upon, access, and use the Property solely for the purpose provided in Section 5 of this License Agreement during the License Period (as defined in Section 4 below), and for no other purpose whatsoever.

4. License Period. The "*License Period*" means the period commencing on the Effective Date and expiring at 11:59 P.M. (Eastern Time) on the date that is 60 days after the Effective Date (or, if earlier, the date this License Agreement is terminated). The License granted in this License Agreement is irrevocable for the License Period, except as may be otherwise expressly provided in this License Agreement.

5. Permitted Use. Subject to the provisions of Section 3 above, Licensee and the Licensee Parties shall have access to the Property during normal business hours (or at such other times as Licensor may reasonably agree) during the License Period. Licensee and the Licensee Parties may use the License solely to remove Existing Personal Property from the Property in accordance with this Section 5, and for no other purpose, without Licensor's prior

written consent in the exercise of Licensor's sole and absolute discretion. Licensee shall not unreasonably disturb Licensor or Licensor's construction activities or operations at the Property during any such entry and/or removal. As used in this License Agreement, the term "*Existing Personal Property*" means any and all furniture, trade fixtures (including, without limitation, solar panels), and other items of personal property that were located at, on, or within the Property on the day immediately prior to the Effective Date. During the License Period, (i) Licensee and the Licensee Parties may, at Licensee's option, remove from the Property such items of the Existing Personal Property as Licensee elects, in its sole and absolute discretion, to remove (without any obligation to repair or restore any area affected by such removal except as hereinafter provided); (ii) all risk of loss of the Existing Personal Property shall lie with Licensee; and (iii) Licensee shall pay any and all costs and expenses of such removal by Licensee and the Licensee Parties; provided, however, in the event Licensee or any Licensee Party damages the Property during any entry on the Property or while otherwise exercising its rights under this License in such a manner as to require repair under applicable law or to preserve the safety or health of persons and the environment, Licensee shall repair such damage within ten (10) days following Licensee's receipt of notice thereof. In the event Licensee fails to repair same within such ten (10) day period, then Licensor shall have the right to repair same on Licensee's behalf, whereupon Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in connection with such repair within ten (10) days of written demand therefor. Any Existing Personal Property remaining at, on, or within the Property as of the expiration of the License Period (collectively, the "*Remaining Personal Property*") will be deemed automatically abandoned by Licensee and transferred by Licensee to Licensor, pursuant to the terms of that certain bill of sale attached hereto as Exhibit A and incorporated herein by reference (the "*Bill of Sale*"). Notwithstanding the foregoing, the "*Remaining Personal Property*" does not include any personal property outside of the Buildings that: (b) remains at, on, or within the Property in connection with the Antenna Easement; or (b) is excluded from the "Property" pursuant to clause (v) or clause (vi) of Section 1(b) of the Purchase Agreement. Licensor acknowledges that Licensee does not make any representation or warranty as to which items of Existing Personal Property Licensee and the Licensee Parties will or will not remove from the Property during the License Period, except that Licensor specifically acknowledges that Licensee does not intend to remove those certain generators and associated fuel tanks located at, on, or within the Property on the day immediately prior to the Effective Date. The Remaining Personal Property will be deemed abandoned and transferred without separate payment, charge, or credit therefor, but Licensee shall pay the applicable taxing authority the amount of any sales or similar taxes payable in connection with the Remaining Personal Property and Licensee shall execute and deliver any tax returns required of it in connection therewith. This License Agreement will be effective to transfer to Licensor all of Licensee's right, title, and interest in and to the Remaining Personal Property (if any) pursuant to the terms hereof and the terms of the Bill of Sale without the necessity of further action by either Licensor or Licensee. However, upon the request of either Licensor or Licensee, Licensor and Licensee shall execute and deliver the Bill of Sale to further evidence the conveyance of Licensee's right, title, and interest in and to the Remaining Personal Property contemplated herein; provided, however, Licensor's or Licensee's failure or refusal to execute such Bill of Sale shall in no way affect the provisions of this Section 5, such contemplated execution to be merely for clarification purposes. The Remaining Personal Property (if any) is transferred in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS," without any representation or warranty of any kind. For the avoidance of doubt, as between Licensor and Licensee, the Existing Personal Property shall be and remain Licensee's property until the expiration of the License Period, and Licensor shall not demolish the Improvements or dispose of or attempt to dispose of any of the Existing Personal Property prior to the expiration of the License Period without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed.

6. No License Fee. Licensor acknowledges and agrees that Licensee has no obligation to pay any license fee or other charge for the License granted under this License Agreement, it being understood and agreed that this License Agreement is entered into in connection with the Purchase Agreement and that other good, valuable, and adequate consideration exists to enforce this License Agreement and the License granted hereunder.

7. Indemnification. Licensee hereby agrees to indemnify and save harmless Licensor from and against any and all claims (a) for damage to persons or property arising out of Licensee's or the Licensee Parties' use of the License or (b) arising out of Licensee's or a Licensee Party's breach of this License Agreement. Notwithstanding the foregoing, Licensee shall not be obligated to indemnify and save harmless Licensor for any such claim to the extent arising out of Licensor's or Licensor's agents', employees', contractors', subcontractors', or consultants' grossly negligent or willful acts or omissions. The terms of this Section 7 shall survive the expiration or sooner termination of the License Period.

8. Insurance. Licensee shall, during the License Period, keep in full force and effect, and cause each Licensee Party entering the Property to keep in full force and effect, a policy of commercial general liability insurance with limits of $2,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 general aggregate (or $5,000,000 general aggregate with respect to Licensee) and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnity set forth in Section 7 above) covering any accident arising in connection with the presence or activities of the Licensee and the Licensee Parties on the Property. Licensee's and each Licensee Party's commercial general liability policy shall include Licensor as an additional insured as its interest may appear under this License Agreement, and Licensee's and each Licensee Party's commercial general liability policy shall be deemed primary coverage as to any insurance carried by Licensor. Licensee may maintain the insurance required to be maintained by Licensee under this Section 8 through self-insurance or blanket policies or separate policies. Prior and as a condition to entry upon the Property, Licensee shall, and Licensee shall cause each Licensee Party entering upon the Property to, deliver to Licensor a certificate of insurance verifying such coverage required in this Section 8.

9. Waiver of Claims. Notwithstanding anything to the contrary in this License Agreement, Licensor and Licensee each hereby waives any and all rights of recovery, claim, action, or cause of action against the other (and against any assignee of Licensor and against Verizon Communications Inc., the Licensee Parties, and any permitted assignee of Licensee) for any loss or damage that may occur to the Property (including the Buildings), or any personal property of Licensor or Licensee, arising from any cause that: (i) is customarily insured against under the terms of special form (all-risk) property insurance; or (ii) is insured against under the terms of any property insurance actually carried. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors.

10. Compliance with Law. Licensee shall, and Licensee shall cause the Licensee Parties to: (a) comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the activities undertaken in connection with the License; and (b) take all actions and implement all protections necessary to ensure that the activities of Licensee and the Licensee Parties at the Property create no threat to the safety or health of persons or the environment.

11. Removal of Liens. If Licensee receives written notice of a lien for labor or materials attaching to the Property by reason of any work, labor, or service performed at, or materials furnished to, the Property by, through, or under Licensee as a result of Licensee's or the Licensee Parties' activities at the Property, then Licensee shall thereafter take such action as may be necessary to pay, transfer to bond, or otherwise cause the release of such lien from Licensor's interest in the Property within ten days following Licensee's receipt of such written notice. If Licensor receives written notice of such a lien (other than from Licensee), then Licensor shall deliver a copy of such notice to Licensee as soon as reasonably practicable. If Licensee shall fail to cause such lien to be paid, transferred to bond, or otherwise released within 20 days after receipt by Licensee of written notice of the filing thereof, then Licensor may discharge such lien by paying the amount claimed to be due or by transferring the same to bond, and the amount so paid by Licensor shall be due and payable by Licensee to Licensor within 30 days after written demand therefor.

12. Risk of Loss. All activities at the Property by Licensee or the Licensee Parties shall be completed at the sole risk, cost, and expense of Licensee. Licensee acknowledges and understands that Licensor makes no representation or warranty whatsoever, express or implied, with respect to the Property, including, without limitation, any hazards or dangers found at the Property. Licensee hereby releases Licensor from any and all claims asserted against or incurred by Licensee or any Licensee Party that may arise from Licensee's or a Licensee Party's access to or activities on the Property pursuant to this Agreement; provided, however, that Licensee does not release Licensor for any actions by Licensor that are determined to constitute grossly negligent or willful acts or omissions.

13. Notices. Except as otherwise expressly provided in Section 3 above, all notices that are required or permitted under this License Agreement must be in writing; shall be deemed to have been given, delivered, or made, as the case may be, upon the date of actual receipt or delivery (or refusal to accept delivery); and shall be given by: (i) hand delivery, or (ii) an expedited, overnight courier service (such as by way of example, but not limitation, FedEx), in each case addressed to the party to whom notice is intended to be given at the address set forth below:

To Licensee: [_____]
c/o Verizon Global Real Estate
7701 E. Telecom Parkway
Temple Terrace, Florida 33637
Mail Code: FLTDSB1W
Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316
Attn: Lease Administration

With a copy to: [_____]
c/o Verizon Global Real Estate
One Verizon Way
Basking Ridge, NJ 07920
Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316
Attn: Lourdes Blanco, Esq.

With a copy to: Holland & Knight LLP
100 N. Tampa Street, Suite 4100
Tampa, Florida 33602
Attention: Richard D. Eckhard, Esq.

To Licensor: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attn: Jeffrey M. Strickland, Esq.

Furthermore, it is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any party hereto may, at any time by giving written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent. **As a condition to the effectiveness of any notice delivered to Licensee, each notice sent to Licensee must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the recipient's address as shown above**.

14. Miscellaneous.

14.1. Binding Effect; Interpretation. This License Agreement shall: (i) be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and (ii) be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflict of laws rules of any jurisdiction. This License Agreement contains the entire agreement of the parties with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements, or other agreements, oral or in writing, with respect to such matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this License Agreement, will be of any force or effect. No party hereto has made, and no party hereto is relying on or has been induced to execute this License Agreement by, any promises, representations, communications, statements, assertions, declarations, omissions, agreements, arrangements, or understandings, whether oral, implied, or written, that are not fully expressed and set forth in this License Agreement. This License Agreement may not be changed or terminated orally or by course of conduct, or by any other means except by a written instrument, duly executed by the party to be bound thereby. If any provision of this License Agreement is held to be invalid or unenforceable, then such holding shall not affect the validity or enforceability of the other provisions of this License Agreement, which shall continue

in full force and effect as if the invalid or unenforceable provision had been deleted. The headings in this License Agreement are for reference only and shall not affect the interpretation of this License Agreement.

14.2. Further Assurances. Both of the parties hereto shall, and shall cause their respective successors and assigns to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this License Agreement.

14.3. Counterpart Execution. This License Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This License Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

14.4. Attorneys' Fees. In the event a dispute arises concerning this License Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this License Agreement, including, without limitation, court costs and reasonable attorneys' fees. Notwithstanding anything contained in this License Agreement to the contrary, "attorneys' fees" and the phrases "reasonable attorneys' fees," "legal fees," "counsel fees," "reasonable legal fees," or words of similar import shall refer to reasonable out-of-pocket attorneys' fees actually incurred, and not, for the avoidance of doubt, attorneys' fees calculated by reference to any statutory formula, including, without limitation, O.C.G.A. § 13-1-11. Licensor and Licensee both acknowledge each has been advised by counsel as to their respective rights, duties, and obligations in this License Agreement and have had ample opportunity to negotiate same. Thus, both Licensor and Licensee acknowledge that any ambiguity in this License Agreement should not be resolved against the drafter of this License Agreement.

14.5. No Personal Liability. No officer, director, employee, partner, trustee, stockholder, or beneficiary of Licensee or Licensor shall be personally liable for the performance of the respective parties' obligations under this License Agreement.

14.6. Waiver of Consequential Damages. Licensee and Licensor each hereby waives any and all rights to seek or collect punitive, special, incidental, or consequential damages in connection with this License Agreement from or against the other (and from or against any of the Licensee Parties); provided this clause does not apply to Licensee's indemnification of Licensor under this Agreement from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages.

14.7. No Assignment. Licensee shall not assign this License Agreement or sublicense the License to any third party without the prior written consent of Licensor in Licensor's sole and absolute discretion. Notwithstanding the foregoing, Licensee may, without Licensor's consent but following ten (10) days' written notice to Licensor, assign this License Agreement to, or sublicense the License or any part thereof to, Verizon Communications Inc. or any entity directly or indirectly controlled by, in control of, or under common control with, Licensee or Verizon Communications Inc., or any entity that acquires all or part of Licensee, that is acquired in whole or in part by Licensee, that results from the merger or consolidation with Licensee, or that purchases all or a substantial portion of the assets of Licensee (each, a "*Permitted Transferee*"), and such Permitted Transferee shall have the same rights as Licensee hereunder. No such transfer shall relieve Licensee from liability under this License Agreement.

14.8. Default. Neither party shall be in default under this License Agreement unless such party fails to perform its obligations hereunder and such non-performance continues for more than 15 days after receipt of written notice from the non-defaulting party; provided, however, if the alleged default is remediable but cannot reasonably be cured within 15 days after receipt of such written notice, then no default shall be deemed to have occurred provided that such party has commenced the curing thereof within such 15-day period and thereafter diligently prosecutes the performance of the same to completion and completes the performance of same during the License Period.

14.9. Force Majeure. Neither party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (iv) national or regional emergency.

14.10. Waiver of Trial by Jury. The respective parties hereto shall, and they hereby do, knowingly, voluntarily, and intentionally waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this License Agreement.

14.11. Patriot Act. In connection with this License Agreement, Licensor and Licensee agree to comply with the sanctions programs administrated by the U.S. Department of Treasury's Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Licensor and Licensee each represent and warrant to each other that such party is not a person or entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

14.12. Authority. Licensee and Licensor each represents and warrants that such party has the full power and authority to execute and deliver this License Agreement and that this License Agreement: (i) has been duly authorized by all necessary corporate or other similar action; (ii) has been duly executed and delivered by such party; and (iii) constitutes a legally binding and valid obligation enforceable against such party in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, or other similar laws relating to creditors' rights generally and by general equitable principles).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by and through their undersigned and duly authorized representatives, have executed this License Agreement for the purposes herein described effective as of the Effective Date.

LICENSOR:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

LICENSEE:

[_____,
a/an _____]

By:_____
Print Name:_____
Title:_____

Exhibit A

Bill of Sale

THIS BILL OF SALE (this "Bill of Sale") is made as of the ___ day of _____, 20__, by and between _____, a _____("Grantor"), and City of Milton, a Georgia municipal corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor, as "Licensee," and Grantee, as "Licensor," entered into that certain Post-Closing License Agreement dated as of _____, 20__ (as may be amended through the date hereof, the "License Agreement"); and

WHEREAS, this Bill of Sale is being executed and delivered in connection with the License Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee agree as follows:

Grantor hereby sells, transfers, conveys, assigns, and delivers to Grantee, to have and to hold for its own use and benefit forever, and Grantee hereby purchases, accepts, and acquires from Grantor, all of Grantor's right, title, and interest, if any, in and to the Remaining Personal Property.

Grantee acknowledges that the Remaining Personal Property (including, without limitation, associated supplies, if any) may be regulated under various laws and regulations, including, but not necessarily limited to, those relating to the protection of human health and the environment. Grantee further acknowledges that it is Grantee's responsibility to investigate and assure itself that it can and will comply with all applicable government laws, regulations, and requirements in any way relating to its use of the Remaining Personal Property and understands that the Remaining Personal Property, when owned, used, installed, or operated by or for Grantee, may be subject to additional or different requirements than those the Remaining Personal Property was designed to meet. Grantee further acknowledges that it is Grantee's responsibility to take all steps necessary to meet these requirements and to protect its employees and others who may be exposed to any regulated components of the Remaining Personal Property. Grantee acknowledges that the Remaining Personal Property may be regulated for many reasons, including, but not limited to:

(a) The Remaining Personal Property may have associated registration, permit, license, certification, emission control requirements, reporting, closure, notification, and other requirements in order to maintain, operate, service, remove, relocate, remove, and dispose of the Remaining Personal Property;

(b) The Remaining Personal Property may contain or operate with chemicals or components that contain materials or substances that are deemed toxic or hazardous under federal, state, or local law and that may have the potential to cause injury to employees and the environment;

(c) The Remaining Personal Property may have the potential for causing harm if operated or maintained improperly or without taking appropriate safety precautions; and

(d) The Remaining Personal Property may also be subject to other regulatory requirements.

If any of the regulated Remaining Personal Property requires permits, registrations, or other notifications or actions by or to the government (collectively, "Regulatory Requirements"), then Grantee agrees that Grantee shall, within the time period allowed by law (but in any case not more than 30 days from the date of this Bill of Sale), file any and all documentation (and pay any fees) necessary to meet the applicable Regulatory Requirements and this obligation shall include all actions necessary to assure that Grantee, and not Grantor, is named as the owner of and person responsible for such Remaining Personal Property. Grantor shall reasonably cooperate with Grantee to

facilitate Grantee's efforts to satisfy the Regulatory Requirements as promptly as possible. Grantee hereby accepts the assignment of any Regulatory Requirements related to the Remaining Personal Property as of the date of this Bill of Sale or as soon after the date of this Bill of Sale as is permitted by the applicable governmental regulations and laws.

The Remaining Personal Property is not new, and Grantor has made no representation about the condition of the Remaining Personal Property, its fitness for any purposes, or its ability to be made fit for any purpose. Grantee hereby waives and releases Grantor from any and all claims or causes of action to which Grantee may have or hereafter may be otherwise entitled, based on vices or defects in the Remaining Personal Property or any improvements or component parts thereof, whether obvious or latent, known or unknown, easily discoverable or hidden. Grantee further assumes the risk of all vices and defects in the Remaining Personal Property and all improvements and component parts thereof, whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Grantee from entering into this Bill of Sale. Notwithstanding anything to the contrary in this Bill of Sale, the waivers and releases described in this paragraph shall not apply to any rights expressly reserved to Grantee under the License Agreement or the Purchase Agreement.

Grantee further acknowledges that Grantee: (a) has fully examined and inspected the Remaining Personal Property; (b) knows and is satisfied with the physical condition of the Remaining Personal Property in all respects, including, but not limited to, any visible or hidden termite infestation and resultant damage therefrom; (c) is not relying upon any representations, statements, or warranties that have at any time been made by Grantor or Grantor's agents as to the physical condition or state of repair of the Remaining Personal Property in any respect, and accepts the Remaining Personal Property in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS"; (d) does hereby accept the Remaining Personal Property in its present condition; (e) does hereby accept the Remaining Personal Property subject to any physical encroachments on the Remaining Personal Property and any physical encroachments onto adjacent property by the Remaining Personal Property; and (f) to the fullest extent permitted by law, waives and relinquishes any and all rights to void the transfer and acceptance of the Remaining Personal Property on account of some latent or apparent vice or defect in the Remaining Personal Property.

Grantee further waives and releases Grantor from any and all claims and any demands, causes of action, liens, loss, damage, liabilities, costs, and expenses (including, without limitation, attorneys' fees, court costs, consultant's fees, remediation, clean up, or other response costs) of any and every kind or character, known or unknown, fixed or contingent, suffered or incurred by Grantee, its successors or assigns, as owner of the Remaining Personal Property, under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9607 et seq., as amended including by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.); the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. 1251 et seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., as amended; the Occupational Safety and Health Act, 29 U.S. 655 et seq., as amended; or any other applicable federal, state, or local laws, rules, ordinances, permits, approvals, orders, or regulations as they now exist or may subsequently be modified, supplemented, or amended. Notwithstanding anything to the contrary in this Bill of Sale, the waivers and releases described in this paragraph shall not apply to any rights expressly reserved to Grantee under the License Agreement or the Purchase Agreement.

Grantee acknowledges that the foregoing waivers have been called to Grantee's attention and read and explained to Grantee and that they are a material and integral consideration for the transfer herein contemplated.

Included in the Remaining Personal Property being conveyed hereunder may be Grantor's right, title, and interest in those certain generators located on the Property as further described in the specifications included on Appendix I attached hereto. The documentation and information provided on such Appendix I is for general informational purposes only and without warranty of any kind. Grantor does not represent that the documentation is currently or ever was accurate. It is Grantee's responsibility to determine whether the information is accurate and to meet any requirements that may relate to the Remaining Personal Property.

This Bill of Sale may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic

signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This Bill of Sale may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

This Bill of Sale shall be binding upon and shall inure to the benefit of Grantee, its successors, and assigns.

Capitalized terms used, but not otherwise defined, in this Bill of Sale shall have the meanings given them in the License Agreement.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered as of the date first written above.

GRANTOR:

_____,
a _____

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF MILTON

By: _____
Name: _____
Title: _____

Appendix I to Bill of Sale

Generator Specifications

1 Verizon Place:

- Lynx Power System: 125 SD, 125kw.
- 250-gallon diesel belly tank

3 Verizon Place:

- 2 - MTU Onsite Energy: 12V1600 DS600
- 2 - 1000 gallon diesel belly tanks

EXHIBIT C

Parcel ID: _____; _____; _____ Grantee Site Name:____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between **CITY OF MILTON**, a Georgia municipal corporation, with its principal office located at 2006 Heritage Walk, Milton, Georgia 30004 ("Grantor"), and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404) ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in _____, Fulton County, Georgia, described in Deed Book _____ Page _____ recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and also described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Grantee desires to obtain and Grantor desires to convey certain perpetual easements described and depicted on **Exhibit "B"** attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants and conveys to Grantee, solely for use by Grantee and its agents, independent contractors, subtenants, licensees, tenants and invitees, successors and assigns (collectively, the "Grantee Parties"), an exclusive perpetual easement (the "Exclusive Easement") in the area shown or described on Exhibit "B" (the "Tower Location Easement Area"); together with, for the benefit of and as an appurtenance to the Exclusive Easement, a non-exclusive perpetual easement for the purpose of ingress and egress and for the purpose of installing, operating, maintaining, repairing, reconstructing and removing utility wires, fiber, poles, cables, conduits, and pipes (the "Access Easement") to and from Morris Road to the Tower Location Easement Area in the areas shown or described on Exhibit "B" (the "Access Easement Area"), seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks and crane, together with the right (but not the obligation) to construct, reconstruct, maintain and repair a road within the Access Easement Area.

2. Grantor further hereby grants and conveys to the Grantee Parties, for the benefit of and as an appurtenance to the Exclusive Easement, a non-exclusive perpetual easement solely for the purpose of installing, operating, maintaining, repairing, reconstructing and removing utility wires, fiber, poles, cables, conduits, and pipes (the "Utility and Fiber Easement"), over, under, or along the areas shown or described on Exhibit "B" (the "Utility and Fiber Easement Area").

3. TO HAVE AND TO HOLD, all the interests, rights and privileges herein granted in and to the Exclusive Easement, Access Easement, and Utility and Fiber Easement before described unto Grantee, its successors and assigns, it being agreed that the Access Easement and the Utility and Fiber Easement shall run with and be appurtenant to the Exclusive Easement of Grantee.

4. Grantee shall obtain and maintain all certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities with respect to Grantee's use of the Easement Property. In addition, Grantee's use of the Easement Property may require Grantee to obtain a satisfactory soil boring test, environmental studies, or any other due diligence Grantee chooses that will permit Grantee's intended use of the Easement Property in accordance with the Governmental Approvals. Grantor shall cooperate with Grantee in its effort to obtain and maintain any Government Approvals.

5. Grantee shall be responsible for all improvements to the Tower Location Easement Area. Grantor shall be responsible for improving the Access Easement Area and the Utility and Fiber Easement Area other than improvements needed for Grantee's specific use. Subsequent to Grantor's and Grantee's initial improvements as provided for herein, the responsibility for, and all costs associated with, all necessary maintenance and improvements to the Access Easement Area and the Utility and Fiber Easement Area shall be equitably allocated between Grantor and Grantee based upon actual usage. Accordingly, (a) costs subsequent to Grantor's and Grantee's initial improvements that result from any third party utilizing the Access Easement Area or the Utility and Fiber Easement Area by, through or under Grantor will be allocated to Grantor and (b) costs subsequent to Grantor's and Grantee's initial improvements that result from any third party utilizing the Access Easement Area or the Utility and Fiber Easement Area by, through or under Grantee will be allocated to Grantee. Except as expressly provided in this Agreement to the contrary (including, without limitation, this Paragraph 5 and Paragraph 4 above), Grantor shall maintain the Property in compliance with all applicable laws, EH&S Laws (as defined below), rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). The foregoing notwithstanding, Grantee shall (and Grantor shall have no obligation to) maintain the Easement Property, at Grantee's sole cost and expense, in compliance with (i) all Laws relating solely to Grantee's specific and unique nature of use of the Easement Property; (ii) all Governmental Approvals that may be required by any Federal, State or Local authorities with respect to Grantee's or any Grantee Party's use of the Easement Property; and (iii) all building codes requiring modifications to the Easement Property due to the improvements being made by Grantee in the Easement Property, and without unreasonable interference to Grantor or Grantor's activities on the Property.

6. Grantee may, unless otherwise stated, immediately terminate this Agreement upon delivery of an executed quitclaim deed in recordable form to Grantor for any reason or no reason. Within 90 days of the termination of this Agreement in accordance with the foregoing sentence, Grantee shall remove all of Grantee's communications equipment (including utility wires, fiber, poles, cables, conduits, and pipes, but excluding footings and foundations) and restore the Tower Location Easement Area to its original condition, reasonable wear and tear and casualty damage excepted. Such repair and restoration shall be completed in a good and workmanlike manner and be free from defects and liens. Grantor agrees and

acknowledges that the communications equipment shall remain the personal property of Grantee until the expiration of such ninety (90) day period (whereupon, it shall become the property of Grantor to the extent not removed from the Property) and Grantee shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws. The terms of this Paragraph 7 shall survive the termination of this Agreement.

7. Intentionally Omitted

8. Subject to Paragraph 10, (i) each Party and/or any successors and/or assignees thereof shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all claims of liability or loss (including reasonable out-of-pocket attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents; and (ii) Grantee and/or any successors and/or assignees thereof shall indemnify and hold harmless Grantor and/or any successors and/or assignees thereof, against any and all claims, causes of action, loss, injury, liability, damage, cost, or expense (including reasonable out-of-pocket attorney's fees, expenses, and defense costs incurred by Grantor) resulting from or arising out of (x) any lien, judgment, or other encumbrance, including, without limitation, contractor and judgment liens, filed or pending against any portion of the Property by any party having a claim against or through Grantee or any Grantee Party; or (y) any violation of the Laws or Government Approvals associated with Grantee's or any Grantee Party's use of the Easement Property, except, with respect to items (x) and (y) above, to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party, and the indemnified Party shall have the right to participate in same. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations hereunder shall survive the termination or expiration of this Agreement.

9. Grantee agrees to maintain, and cause each Grantee Party to maintain, during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 general aggregate (or $5,000,000 general; aggregate with respect to Grantee) and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnities set forth in Paragraphs 8 and 13) covering any accident arising in connection with the presence or activities of the Grantee on the Easement Property. Grantor shall be included as an additional insured as its interest may appear under this Agreement on Grantee's and each Grantee Party's insurance policy. Grantee's and each Grantee's commercial general liability policy shall be deemed primary coverage as to any insurance carried by Grantor.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, Grantee and each Grantee Party shall waive subrogation against Grantor and ensure said waiver is recognized by the insurance policies insuring the property.

Prior, and as a condition, to entry upon the Easement Property, Grantee shall deliver to Grantor certificates of insurance verifying such coverages as are required in this Paragraph 9.

10. Neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages; provided this clause does not apply to a Party's indemnification of another Party from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages. The terms of this Paragraph 10 shall survive the termination of this Agreement.

11. Grantor agrees that Grantor will use commercially reasonable efforts not to cause, and will use commercially reasonable efforts not to permit other occupants of the Property or any other person or entity claiming by, through or under Grantor to cause, interference that is measurable in accordance with industry standards to the then existing communications equipment of Grantee. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following email notice to Grantor at _____ [Insert Grantor's email address], Grantor shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore Grantee shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance. The terms of this Paragraph 11 shall survive the termination of this Agreement.

12. This Agreement may be sold, assigned or transferred by Grantee upon delivery of not less than thirty (30) days' prior written notice to Grantor and receipt of written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall provide written notice of such assignment or transfer to Grantor within thirty (30) days following the effective date of such assignment or transfer. This Agreement may be sold, assigned or transferred by Grantor upon delivery of not less than thirty (30) days' prior written notice to Grantee without any approval or consent of Grantee. Nothing in this Agreement will restrict Grantee's rights to: (i) lease, license or otherwise transfer all or any portion of the Tower Location Easement Area or (ii) lease, license or otherwise grant rights to third parties to install and operate communications equipment within the Tower Location Easement Area.

13. Grantee and each Grantee Party shall conduct its respective business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Grantee shall indemnify and hold harmless Grantor from claims to the extent resulting from Grantee's or any Grantee Party's violation of any applicable EH&S Laws or to the extent that Grantee or any Grantee Party causes a release of any regulated substance to the environment. Grantor shall indemnify and hold harmless Grantee from claims to the extent resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment to the extent resulting from the activities of Grantor. The Parties recognize that Grantee only has an easement interest in a small portion of the Property and that Grantee shall not be responsible for any environmental condition or issue except to the extent resulting from Grantee's or any Grantee Party's activities and responsibilities. In the event that Grantee encounters any hazardous substances that do not result from its activities, Grantee may also, at its option (but without obligation to do so), following ten (10) days written notice to Grantor, remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case, Grantor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. All indemnification obligations hereunder shall survive the termination or expiration of this Agreement.

14. It is a "Default" if (i) except as provided in item (ii) below, either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure is remediable but cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion, and complete the cure, within 90 days after the initial written notice, or (ii) Grantor fails to comply with this Agreement and the failure interferes in any material manner with Grantee's use of the Easement Property and Grantor does not remedy the failure within 5 days after written notice from Grantee or, if the failure is remediable but cannot reasonably be remedied in such time, if Grantor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion, and complete the cure, within 15 days after the initial written notice. The cure periods set forth in this Paragraph 14 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 11 of this Agreement. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The reasonable, out-of-pocket costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

15. Grantee may on its own behalf make a claim in any condemnation proceeding involving the Easement Property solely for losses to the extent related to Grantee's easement interest, communications equipment, relocation costs and any other actual damages Grantee may incur as a result of any such condemnation.

16. If Grantor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Grantee with respect to the transactions contemplated by this Agreement, then Grantor shall bill such Tax to Grantee in the manner and for the amount required by law, Grantee shall promptly pay such billed amount of Tax to Grantor, and Grantor shall remit such Tax to the appropriate tax authorities as required by law. Except as provided in this Paragraph 16, Grantor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Grantor with respect to itself, its property, and the transactions contemplated by this Agreement. Grantee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Grantee with respect to itself, its property, and the transactions contemplated by this Agreement.

17. Grantor does hereby grant unto Grantee a license to use a parcel (the "Temporary Parcel") located on the Property, the location of which is approximately depicted further on **Exhibit "C"** attached hereto and made a part hereof, together with the right to place upon the Temporary Parcel a temporary communications facility (the "Temporary Facility"). Grantor also grants unto Grantee the non-exclusive right-of-way over the Property solely as needed for ingress and egress to the Temporary Parcel, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and crane. Further, Grantee shall have the right to install and maintain conduits, pipes, cables and wires over the Property to the Temporary Parcel as necessary to supply utility service and power to the Temporary Facility or as otherwise needed to service the Temporary Facility as reasonably determined by Grantee. The license, right-of-way and utility installation rights provided in this Paragraph 18 shall terminate upon the date that Grantee completes the installation of its equipment within the Easement Property and determines, in Grantee's sole discretion, that the equipment within the Easement Property is fully functional. Within 90 days of such termination, to the extent not used by Grantee in connection with the tower to be located on the Easement Property, Grantee shall remove the Temporary Facility and all of Grantee's communications equipment (including utility wires, fiber, poles, cables, conduits, and pipes) and restore the Temporary Parcel to its original condition, reasonable wear and tear and casualty damage excepted. Such repair and restoration shall be completed in a good and workmanlike manner and be free from defects and liens.

Grantor agrees and acknowledges that the Temporary Facility and such communications equipment shall remain the personal property of Grantee until the expiration of such ninety (90) day period (whereupon, it shall become the property of Grantor to the extent not removed from the Temporary Parcel Property) and Grantee shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Temporary Facility.

18. Except as provided in Paragraph 11 of this Agreement regarding interference, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attn: Jeffrey M. Strickland, Esq.

GRANTEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee with respect to the matters set forth in this Agreement and that no verbal or oral agreements, promises or understandings with respect to the matters set forth in this Agreement shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority of one Party to use the trademarks, service marks or trade names of the other for any purpose whatsoever.

20. It is the intent of this Agreement to convey to Grantee certain easements for the purposes as set forth herein over the entire Easement Property. However, to the extent the grant made hereby shall

fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Property.

21. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia.

22. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof.

23. Grantor does hereby bind itself and its transferees, successors or executors and administrators, to warrant and forever defend all and singular the said Easement Property and Temporary Parcel unto Grantee and Grantee's successors and assigns against Grantor and its transferees, successors or executors and administrators.

24. The designation "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

25. All executed counterparts of this Agreement shall constitute one Agreement, and each counterpart shall be deemed an original.

[signatures begin on next page]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF MILTON, GEORGIA

_____
Unofficial Witness

By: _____
Peyton Jamison, Mayor

_____
Notary Public
My Commission Expires:

Attest: _____
City Clerk

(NOTARY STAMP)

GRANTEE:

Signed, sealed and delivered in the presence of:

CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless

_____
Unofficial Witness

BY:_____
NAME:_____
TITLE:_____
DATE:_____

_____
Notary Public
My Commission Expires:

(NOTARY STAMP)

Exhibit "A"

Property

Tract 1:

All that tract or parcel of land lying and being in Land Lots #1114, #1115, #1118 and #1119, 2nd District, 2nd Section, Fulton County, Georgia, and being the same property shown on plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor #2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, and being more particularly described as follows:

To find the point of beginning, commence at the common corners of Land Lots #1113, #1114, #1119 and #1120, running thence South 89°10'31" East 588.68 feet along the common land Lot line of #1114 and #1119 to an iron pin set on the easterly right-of-way of proposed Deerfield Parkway (100' R/W) and said point being the true point of beginning;

Thence, North 24°29'49" West 240.35 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set; thence, along a curve to the right having a radius of 663.61 feet an arc length of 1155.24 feet, being subtended by a chord of North 25°22'30" East for a distance of 1014.79 feet along said right-of-way to an iron pin set;
Thence, North 75°14'48" East 270.60 feet to an iron pin set;
Thence, 75°14'48" East 199.68 feet to an iron pin set;
Thence, leaving said right-of-way following the centerline creek South 44°13'26" East 76.59 feet to a point;
Thence, following said creek South 55°05'41" East 44.51 feet to a point;
Thence, following said creek South 65°10'20" East 78.76 feet to a point;
Thence, following said creek South 61°25'43" East 79.56 feet to a point;
Thence, following said creek South 46°48'17" East 204.03 feet to a point;
Thence, following said creek South 12°55'44" East 26.98 feet to a point;
Thence, following said creek South 43°29'29" East 57.63 feet to a point;
Thence, following said creek South 59°21'19" East 27.06 feet to a point;
Thence, following said creek South 09°19'59" East 15.44 feet to a point;
Thence, following said creek South 05°15'18" West 86.90 feet to a point;
Thence, following said creek South 25°33'55" West 16.91 feet to a point;
Thence, following said creek South 03°45'03" West 39.05 feet to an iron pin set at the intersection of centerline of creek and the proposed 1034' contour the low water mark of proposed lake;
Thence, following the proposed low water mark of said lake North 74°03'55" West 66.69 feet to a point;
Thence, following the proposed low water mark of said lake South 81°15'56" West 36.28 feet to a point;

[CONTINUES ON FOLLOWING PAGE]

Thence, following the proposed low water mark of said lake South 87°03'05" West 15.72 feet to a point;
Thence, following the proposed low water mark of said lake South 72°44'36" West 22.47 feet to a point;
Thence, following the proposed low water mark of said lake South 63°15'36" West 16.45 feet to a point;
Thence, following the proposed low water mark of said lake South 24°24'35" East 32.30 feet to a point;
Thence, following the proposed low water mark of said lake South 70°03'45" West 9.24 feet to a point;
Thence, following the proposed low water mark of said lake South 14°59'29" East 19.17 feet to a point;
Thence, following the proposed low water mark of said lake North 76°26'08" East 9.47 feet to a point;
Thence, following the proposed low water mark of said lake South 08°43'14" East 37.68 feet to a point;
Thence, following the proposed low water mark of said lake South 00°08'08" West 32.26 feet to a point;
Thence, following the proposed low water mark of said lake South 09°06'55" West 23.63 feet to a point;
Thence, following the proposed low water mark of said lake South 82°24'53" East 29.77 feet to a point;
Thence, following the proposed low water mark of said lake South 73°44'20" East 41.15 feet to a point;
Thence, following the proposed low water mark of said lake South 61°50'09" East 20.82 feet to a point;
Thence, following the proposed low water mark of said lake North 82°16'41" East 67.97 feet to a point;
Thence, following the proposed low water mark of said lake North 53°23'21" East 11.94 feet to a point;
Thence, following the proposed low water mark of said lake South 37°12'02" East 49.07 feet to a point;
Thence, following the proposed low water mark of said lake South 10°28'30" West 64.73 feet to a point;
Thence, following the proposed low water mark of said lake South 48°11'42" East 61.54 feet to a point;
Thence, following the proposed low water mark of said lake South 14°53'24" East 54.78 feet to a point;
Thence, following the proposed low water mark of said lake South 72°28'20" East 11.78 feet to an iron pin set;
Thence , leaving said lake South 18°29'02" West 254.14 feet to an iron pin set;
Thence South 35°12'21" West 280.00 feet to an iron pin set;
Thence, South 06°18'56" East 281.24 feet to an iron pin set at the right-of-way of proposed Morris Road Extension (100' R/W);

[CONTINUES ON FOLLOWING PAGE]

Thence, along a curve to the right having a radius of 900.00 feet and an arc length of 151.60 feet, being subtended by a chord of South 87°59'38" West for a distance of 151.42 feet along said right-of-way to an iron pin set;
Thence, North 87°10'51" West 286.86 feet along said right-of-way to an iron pin set;
Thence, along a curve to the left having a radius of 600.00 feet and an arc length of 286.09 feet, being subtended by a chord of South 79°09'35" West for a distance of 283.38 feet along said right-of-way to an iron pin set;
Thence, South 65°30'00" West 174.13 feet along said right-of-way to an iron pin set;
Thence, North 63°52'10" West 51.32 feet along said right-of-way to an iron pin set at the easterly right-of-way of proposed Deerfield Parkway (100' R/W);
Thence, North 24°29'49" West 516.65 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set located at the true point of beginning.

Less and except the land conveyed by Quitclaim deed from Development Authority of Fulton County to Deerfield Park, LLC, a Georgia limited liability company, dated March 25, 1998, and recorded in Deed Book 24183, Page 1, Fulton County, Georgia Records.

Tract 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1118, 2nd District, 2nd Section, Fulton County, Georgia; and being the same property designated as Phase II and being shown on a plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor No. 2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, which survey is incorporated herein by this reference, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the common land lot corner of Land Lots 1113, 1114, 1119 and 1120; thence leaving the aforesaid common land lot corner, run thence South 89°10'31" East 588.68 feet along the common land lot line of Land Lots 1114 and 1119 to an iron pin set located on the genrally easterly right-of-way line of proposed Deerfield Parkway (100-foot right-of-way width); thence leaving the aforesaid land lot line, run in a southeasterly direction along the aforesaid right-of-way line of proposed Deerfield Parkway South 24°29'49" East 516.65 feet to an iron pin set located on the generally northerly right-of-way line of proposed Morris Road Extension (100-foot right-of-way width); thence leaving the aforesaid right-of-way line, run along the northerly right-of-way line of proposed Morris Road Extension the following five (5) courses and distances and following the curvature thereof: (1) South 63°52'10" East 51.32 feet to an iron pin set; (2) North 65°30'00" East 174.13 feet to an iron pin set; (3) along a curve to the right having a radius of 600.00 feet, an arc length of 286.09 feet, and being subtended by a chord of North 79°09'35" East for a distance of 283.38 feet to an iron pin set; (4) South 87°10'51" East 286.86 feet to an iron pin set; and (5) along a curve to the left having a radius of 900.00 feet, an arc length of 151.60 feet, and being subtended by a chord of North 87°59'38" East for a distance 151.42 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, as thus established, thence leaving the aforesaid right-of-way line, run the following three (3) courses and distances: (1) North 06°18'56" West 281.24 feet to an iron pin set; (2) North 35°12'21" East 280.00 feet to an iron pin set; and (3) North 18°29'02" East 254.14 feet to an iron pin set located at the proposed 1034.00-foot contour line and the low water mark of a proposed lake; thence following the proposed low water mark of said lake, run the following thirteen (13) courses and distances: (1) South 72°16'23" East 115.84 feet to a point; (2) South 55°51'57" East 81.42 feet to a point; (3) South 45°34'11" East 27.87 feet to a point; (4) South 85°14'52" East 81.32 feet to a point; (5) North 88°16'29" East 77.67 feet to a point; (6) South 89°38'05" East 70.36 feet to a point; (7) North 49°33'03" East 21.55 feet to a point; (8) North 09°01'40" East 9.60 feet to a point; (9) North 64°16'24" East 12.93 feet to a point; (10) North 85°48'31" East 54.99 feet to a point; (11) North 68°39'18" East 41.80 feet to a point; (12) South 49°40'12" East 32.15 feet to a point; and (13) South 35°27'40" East 53.48 feet to an iron pin set located at the northwesterly right-of-way line of proposed Morris Road Extension; thence leaving the aforesaid proposed lake, run along the northwesterly right-of-way line of proposed Morris Road Extension the following two (2) courses and distances and following the curvature thereof: (1) South 36°34'52" West 337.15 feet along said right-of-way to an iron pin set; and (2) along a curve to the right having a radius of 900.00 feet, an arc length of 731.79 feet, and being subtended by a chord of South 59°52'29" West for a distance of 711.80 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING.**

[NO FURTHER TEXT ON THIS PAGE]

Exhibit "B"

Tower Location Easement Area, Access Easement Area, Utility and Fiber Easement Area

TOWER LOCATION EASEMENT AREA

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 81°49'51" W, a distance of 50.00 feet;
Thence N 08°08'42" W, a distance of 85.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet;
Thence S 08°08'42" E, a distance of 85.00 feet to the POINT OF BEGINNING.

Said Premises contains 0.10 Acres (4,250 Square Feet), more or less.

ACCESS EASEMENT AREA

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 08°10'09" E, a distance of 2.00 feet;
Thence N 81°49'51" E, a distance of 30.64 feet;
Thence with a curve to the right with an arc length of 81.40 feet, with a radius of 54.00 feet, with a chord bearing of S 54°59'05" E, with a chord length of 73.91 feet;
Thence S 11°48'01" E, a distance of 195.20 feet;

Thence with a curve to the left with an arc length of 19.70 feet, with a radius of 17.00 feet, with a chord bearing of S 44°59'54" E, with a chord length of 18.62 feet;
Thence S 78°11'46" E, a distance of 126.50 feet;
Thence S 87°05'31" E, a distance of 89.10 feet;
Thence with a curve to the right with an arc length of 41.72 feet, with a radius of 27.00 feet, with a chord bearing of S 42°49'30" E, with a chord length of 37.69 feet;
Thence S 01°26'32" W, a distance of 50.32 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence S 87°55'58" W, along said Right-of-Way Line, a distance of 20.04 feet;
Thence N 01°26'32" E, leaving said Right-of-Way Line, a distance of 51.54 feet;
Thence with a curve to the left with an arc length of 10.82 feet, with a radius of 7.00 feet, with a chord bearing of N 42°49'30" W, with a chord length of 9.77 feet;
Thence N 87°05'31" W, a distance of 90.66 feet;
Thence N 78°11'46" W, a distance of 128.05 feet;
Thence with a curve to the right with an arc length of 42.88 feet, with a radius of 37.00 feet, with a chord bearing of N 44°59'54" W, with a chord length of 40.52 feet;
Thence N 11°48'01" W, a distance of 195.20 feet;
Thence with a curve to the left with an arc length of 51.25 feet, with a radius of 34.00 feet, with a chord bearing of N 54°59'05" W, with a chord length of 46.54 feet;
Thence S 81°49'51" W, a distance of 80.61 feet;
Thence N 08°15'46" W, a distance of 22.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.31 Acres (13,456 Square Feet), more or less.

UTILITY AND FIBER EASEMENT AREA

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet;
Thence N 08°03'52" W, a distance of 1.50 feet to the POINT OF BEGINNING;

Thence N 08°10'09" W, a distance of 10.00 feet;
Thence N 81°49'51" E, a distance of 77.64 feet;

Thence with a curve to the right with an arc length of 59.93 feet, with a radius of 85.50 feet, with a chord bearing of S 40°13'35" E, with a chord length of 58.71 feet;
Thence S 20°08'50" E, a distance of 43.93 feet;
Thence S 11°48'01" E, a distance of 132.72 feet;
Thence S 02°45'29" W, a distance of 150.33 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence N 87°14'31" W, along said Right-of-Way Line, a distance of 10.00 feet;
Thence N 02°45'29" E, leaving said Right-of-Way Line, a distance of 149.05 feet;
Thence N 11°48'01" W, a distance of 130.71 feet;
Thence N 20°08'50" W, a distance of 43.20 feet;
Thence with a curve to the left with an arc length of 49.58 feet, with a radius of 75.50 feet, with a chord bearing of N 38°57'38" W, with a chord length of 48.70 feet;
Thence S 81°49'51" W, a distance of 74.09 feet to the POINT OF BEGINNING.

Said Easement contains 0.10 Acres (4,556 Square Feet), more or less.

Exhibit "C"

Temporary Easement Area

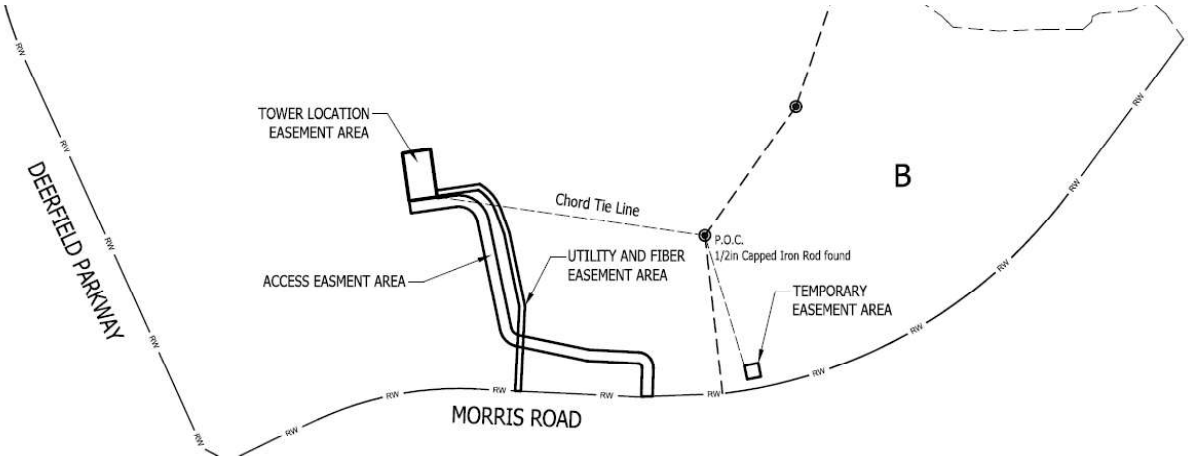


EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

FORM OF EACH DEED

[CELLCO PARTNERSHIP DEED AS TO TRACT 1]

[GTE PARTNERSHIP DEED AS TO TRACT 2]

Prepared by and please return to:

Holland & Knight LLP
400 North Tampa Street
Suite 4100
Tampa, FL 33602

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Parcel ID No.: [ ]

LIMITED WARRANTY DEED

THIS INDENTURE, made this ___ day of _____, 20__, is between ***[CELLCO PARTNERSHIP****, a Delaware general partnership, as to Tract 1 and* ***GTE WIRELESS LLC****, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated*[1]*as to Tract 2]* ("***Grantor***"), and **CITY OF MILTON**, a Georgia municipal corporation, 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter called "***Grantee***").

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid at and before the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, its successors, legal representatives and assigns all that tract or parcel of land lying and being in Fulton County, Georgia, being more particularly described on **Exhibit A** attached hereto and by this reference

[1] Unless previously recorded, the certificate of conversion be included as an exhibit to the GTE Wireless LLC Deed.

made a part hereof, and all rights, easements, benefits, privileges, and appurtenances pertaining thereto or held and enjoyed in connection therewith (collectively, the "***Property***").

TO HAVE AND TO HOLD said Property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behalf of Grantee forever, in fee simple.

AND GRANTOR SHALL WARRANT and forever defend the right and title to said Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and delivered this deed as of the date first above written.

Signed and delivered in the presence of:

GRANTOR:

_____, a _____

_____
Unofficial Witness

By: _____
Name: _____
Title: _____

_____
Notary Public

My Commission Expires on: _____

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT F

CERTIFICATE AND INDEMNITY

The undersigned, CELLCO PARTNERSHIP, a Delaware general partnership, and GTE WIRELESS LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated (collectively, "Sellers"), hereby certify to First American Title Insurance Company (the "Title Company") that:

1. Sellers have not entered into any currently effective unrecorded leases or occupancy agreements affecting the real property (the "Property") described in the Title Company's Title Commitment No. _____ (the "Title Commitment"), except for the Post-Closing License and the Antenna Easement (as such terms are defined in that certain Purchase and Sale Agreement dated as of _____, by and among Sellers and the City of Milton) and as follows: _____.

2. Sellers have not executed, and will not execute, any instrument that would adversely affect the title to the Property from the effective date of the Title Commitment through the date and time of recording of the deeds conveying the Property from Sellers to the City of Milton.

3. Sellers possess sufficient assets to pay any of the judgments, and any recorded liens related thereto, and corporate and franchise taxes against Sellers, if any, that are described in the Title Commitment, or which otherwise appear in the real estate and lien records of the county in which the Property is located.

4. Real estate taxes with respect to the Property that are due and payable by Sellers on the date hereof have been or will be paid, with any interest or penalties thereon if applicable.

5. There have been no repairs, improvements, or alterations to the Property or materials furnished to the Property, in each case by or on behalf of Sellers, within the preceding 90 days, for which the cost thereof remains unpaid, except as follows: _____. Such repairs, improvements, or alterations, if any, were started on _____, were completed on _____, and any outstanding repairs, improvements, or alterations will be completed on _____. Sellers will pay for the foregoing work during the preceding 90 days that could give rise to a mechanic's lien against the Property.

6. There are no unrecorded leases containing provisions for options to purchase or the rights of first refusal, rights of first offer, or other similar purchase rights.

Sellers will indemnify and hold the Title Company harmless from and against all loss, cost, damage, and expense, including reasonable attorney's fees, resulting from the omission of any exceptions in the Title Commitment in reliance upon and relating to the matters set forth in this Certificate and Indemnity. Notwithstanding the foregoing, to the extent that the Title Company has actual knowledge as of the date of this Certificate and Indemnity that any representation or statement contained herein is false or inaccurate, then Sellers will have no liability with respect to the same.

This Certificate and Indemnity is made for purposes of inducing the Title Company to insure title to the Property pursuant to the Title Commitment.

Dated: _____, 20__

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Name: _____
Title _____

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Name: _____
Title _____

EXHIBIT G

ESCROW AGREEMENT

[SEE ATTACHED]

ESCROW AGR - MONIES

First American Title Insurance Company

ESCROW AGREEMENT
(Monies)

File Number: Date: _____

Property Address: One, Two, and Three Verizon Place, Milton, Georgia 30004

Deposit(s):
Certified, uncertified, cashier check(s) or wire(s) in the amount of $250,000.00 is hereby deposited with First American Title Insurance Company, as Escrowee ("Escrowee"), and shall be released and delivered by Escrowee pursuant to that certain Purchase and Sale Agreement, dated as of even date herewith, by and among Cellco Partnership, a Delaware general partnership ("Cellco"), GTE Wireless LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated ("GTE"; Cellco and GTE hereinafter are collectively referred to as "Seller"), and the City of Milton, a Georgia municipal corporation ("Buyer"), or otherwise only upon the joint written order of Buyer and Seller or their respective legal representatives or assigns (the "Sales Contract"). Any additional funds to be deposited by Buyer as earnest money pursuant to the Sales Contract shall be deemed part of the deposit referenced herein for all purposes of this Escrow Agreement (this "Agreement").

Funds shall be placed in an interest-bearing account with interest payable to the City of Milton, a Georgia municipal corporation, whose TIN No. is _____. Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which Escrowee may make of any deposits hereunder shall belong to Escrowee. In the event Escrowee is requested to invest deposits hereunder, Escrowee is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Agreement.

Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said Escrowee is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether

such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and Buyer and Seller jointly and severally agree to pay said Escrowee upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

If conflicting demands are made upon Escrowee or legal action in connection with this Escrow, Escrowee may withhold and stop all further proceedings without liability therefore, or Escrowee may file suit interpleader or declaratory relief in the Superior Court of Fulton County, Georgia. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Escrow or by any other party or parties are served upon Escrowee, Buyer and Seller jointly and severally agree to pay escrow fees and all costs, expenses, and attorney's fees expended or incurred by Escrowee as a result of any of the above described events. Buyer and Seller further agree to hold Escrowee harmless as escrow holder under this Escrow from all losses and expenses, including reasonable attorney's fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Escrow. Buyer and Seller jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection herewith and direct that all sums due to Escrowee pursuant hereto be deducted from the sums held in this Escrow prior to the disbursement of said sums, to the extent said sums are sufficient to pay all sums due Escrowee. Buyer and Seller hereby grant Escrowee a lien against the deposits held in this Escrow to secure all sums due Escrowee.

In no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

These Escrow Instructions are not intended to cancel, supersede or modify the terms of the Sales Contract insofar as said agreement relates to matters not actually pertinent to this Escrow such as, but not limited to inspections, repairs, warranties, personal property or possession. The duties and responsibilities of Escrowee are limited to these Escrow Instructions and those provisions of the Sales Contract relating to title insurance, the Deposit, the Escrow Agreement, and the Closing escrow. For the above purposes, amendments to these Escrow Instructions shall be considered the same as these Escrow Instructions.

As between Buyer and Seller, in a situation involving a breach or default of the Sales Contract, the breaching or defaulting party shall be responsible for all costs and expenses payable to Escrowee under this Escrow Agreement.

Seller and Buyer hereby release and discharge Escrowee from all matters with respect to the subject matter hereof (except for gross negligence or intentional wrongdoing) and agree to indemnify and hold Escrowee harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which in good faith, Escrowee may incur or sustain in connection with this Agreement, and without limiting the generality of the foregoing, Escrowee shall not incur any liability due to a delay in the electronic wire transfer of funds or with respect to any action taken or omitted in reliance upon any instrument, including any written notice or

instructions provided for in the Contract or this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrowee shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of the Contract or this Agreement.

Seller and Buyer hereby certify that they are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of $250,000.00 for each individual depositor. Seller and Buyer understand that Escrow Agent assumes no responsibility for, nor will Seller and Buyer hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed $250,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Buyer agrees that if any funds held under this Escrow Agreement are unavailable to Escrow Agent for any reason, Buyer remains obligated under the Sales Contract to provide funds as called for in the Sales Contract.

This Escrow Agreement shall be governed by the laws of the State of Georgia.

Seller:

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Name: _____
Title _____

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Name: _____
Title _____

First American Title Insurance Company hereby accepts this escrow and acknowledges receipt of the above funds

BY: _____
Authorized Signatory

Buyer:

CITY OF MILTON, a Georgia municipal corporation

By: _____
Name: _____
Title: _____

AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular Meeting
DEPARTMENT:	Community Development	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of a Resolution Enacting a Thirty (30) Day Temporary Moratorium on Certain City Applications Proposing Higher Capacity Private Wastewater Systems, with Exceptions for Individual Single-Family Residential Systems and Necessary Repairs.	
STATEMENT OF PURPOSE:	Establish a 30-day temporary moratorium to allow time to evaluate appropriate regulations, emergency response responsibilities, and financial safeguards for higher-capacity private wastewater systems, and to advertise a public hearing for consideration of potential code amendments or an extension of the moratorium, as needed.	
FINANCIAL IMPACT:	No appropriation requested. Staff and legal review will require time; outside technical assistance and any additional costs remain to be determined.	
RECOMMENDED ACTION:	Approve the proposed 30-day moratorium following City Attorney review and validation of the proposed coverage criteria.	

EXECUTIVE SUMMARY:

The proposed resolution pauses acceptance of specified new City applications involving private wastewater systems with design daily flow exceeding 900 gallons per day, subject to stated exceptions. Systems serving exclusively one lawful single-family home and its permitted accessory residential improvements are exempt, including larger residential tanks and advanced treatment equipment. Necessary repairs and protected existing approvals are also exempt.

The concern is the City's ability to respond if a larger system fails where public sewer connection is unavailable, particularly if the owner cannot or will not correct the failure. The pause would allow staff to identify response responsibilities, practical remedies, and possible UDC amendments. The 900-gallon threshold is proposed for technical and legal validation, not an existing Fulton County definition of a large system.

PURPOSE/BACKGROUND:

Fulton County Board of Health permits and inspects on-site sewage systems. Its published guidance links to Georgia's design requirements but does not establish a single cutoff for a normal residential system. Tank storage capacity and daily wastewater flow are different measures and should not be treated interchangeably.

Georgia's manual uses 150 gallons per bedroom per day for residential alternative-system sizing. Six bedrooms provide a 900-gallon-per-day comparison point. Conventional residential systems have separate sizing provisions. Georgia also requires engineer-prepared submissions for systems exceeding 2,000 gallons per day; that requirement is not a residential-size definition. The proposed 900-gallon threshold requires confirmation with

Fulton County and the City Attorney before adoption.

The proposed 30-day temporary moratorium would allow time for staff to evaluate potential regulatory approaches for higher-capacity private wastewater systems and advertise a public hearing for Council consideration of code amendments, an extension of the moratorium, or both, as appropriate. The initial moratorium would temporarily pause acceptance of specified City applications, subject to the exceptions established in the resolution.

STAFF ANALYSIS:

A larger system failure could require exposure control, water-quality assessment, temporary sanitation, pumping, hauling, approved disposal, repair, or temporary occupancy restrictions. Public safety personnel may assist with immediate protection, but that does not establish the equipment, technical capacity, legal authority, or funding needed for sustained wastewater management.

The review should identify who acts, how quickly qualified contractors and disposal capacity can be obtained, and who pays if the owner defaults. It should evaluate financial assurance, maintenance agreements, repair reserves, access rights, enforcement, and cost recovery. It should not assume that nuisance abatement alone provides every necessary remedy or that the City must assume private system operation.

Coverage is based on design flow for the full proposed use. Flow is combined for an integrated facility under a common wastewater servicing plan to avoid fragmentation across tanks, buildings, or phases. Independent home systems are not combined merely because they share a developer or subdivision. Small nonresidential systems at or below 900 gallons per day are outside the proposed definition. The residential exemption applies even when one home's approved design exceeds that threshold.

FINANCIAL IMPACT:

The resolution does not appropriate funds or transfer private system costs to the City. Initial review will use staff and legal resources. Any outside engineering assistance, additional expenditure, or budget adjustment will be identified and submitted through the applicable approval process. No cost estimate or funding account is assigned at this stage.

ALTERNATIVES CONSIDERED:

1. Adopt the proposed temporary pause after legal and technical review, with a defined work program and expiration.
2. Revise the threshold or scope.
3. Continue accepting applications while reviewing existing regulations, recognizing that intervening applications may affect the reach of later requirements.

LEGAL AND REGULATORY CONSIDERATIONS:

The City Attorney will confirm the appropriate adoption procedures, scope, duration, and protections for existing applications and vested rights. The resolution does not suspend county or state permitting authority.

The initial 30-day moratorium is intended to provide time for staff to evaluate potential regulatory approaches and initiate applicable public notice and hearing procedures for Council consideration of code amendments, an extension of the moratorium, or both. Any subsequent action would follow the applicable notice, hearing, and adoption requirements, including the Georgia Zoning Procedures Law where applicable.

The proposed moratorium includes exceptions for previously accepted City applications within their scope, valid active permits, legally vested rights, continued lawful operations, and qualifying repairs.

OPERATIONAL IMPACT:

Community Development would administer the temporary application pause and coordinate exemption determinations with the City Attorney. Staff would coordinate with Fire-Rescue, Public Works, the City Manager, Fulton County Board of Health, and applicable state agencies.

During the initial 30-day period, staff would arrange the required public notice and hearing for Council consideration of potential code amendments or an extension of the moratorium. Staff would also evaluate response capabilities, contractor availability, enforcement options, and financial safeguards to inform recommended next steps.

COMMUNITY/STAKEHOLDER IMPACT:

Individual single-family homes and necessary corrective work remain eligible for permitting. Applicants proposing covered facilities would face a temporary delay in acceptance of specified City applications. Existing lawful operations would continue under the resolution's exceptions. Any permanent regulations would be considered through the required public process.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #1, Goal #3, *Protect and preserve Milton's environment through sound land use, environmental stewardship, green infrastructure, and sustainable practices*, by supporting responsible land planning, protecting public health and water resources, and evaluating potential impacts on City services and finances.

STAFF RECOMMENDATION:

Approve the proposed temporary moratorium after City Attorney review and validation of its coverage criteria. Direct staff to complete the stated review and return before the 30-day period expires with findings, proposed next steps, and any request for an extension.

REVIEWS & APPROVALS:

Financial Review: N/A
Legal Review: Ken Jarrard, Jarrard & Davis, LLP
Concurrent Review: Stacey Inglis, Deputy City Manager Stacey Inglis
Stacey Inglis (Nov 12, 2026 17:25:54 EST)

ATTACHMENTS:

1. Draft resolution