

PUTNAM COUNTY BOARD OF COMMISSIONERS

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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Regular Meeting Agenda

Tuesday, September 16, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor Craig Williamson, First Baptist Church
4. Pledge of Allegiance (RG)

Zoning Public Hearing

5. Request by Bailey Lively, agent for APC, for a conditional use at 1103 Oconee Springs Road, presently zoned AG [Map 107, Parcel 025, District 2] (staff-P&D)

Regular Business Meeting

6. Public Comments
7. Consent Agenda
 - a. Approval of Minutes - September 5, 2025 Regular Meeting (staff-CC)
 - b. Authorization for Chairman to sign GDOT FY27 Grant Application-Section 5311 Program (staff-Transit)
8. Request by Rick McAllister, agent for Imperial Park Holdings, LLC, to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1] (staff-P&D) (tabled at August 19, 2025 meeting)
9. Authorization for Chairman to sign Thunder Valley Commercial Development August 2025 Settlement Agreement (staff-CA)
10. Discussion and possible action to revise the fee and deposit for public rental of the building at Jimmy Davis Park (RG)
11. Discussion and possible action to enact a six-month moratorium on rezoning, preliminary plat approvals and major subdivisions (SH)
12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 1 (General Provisions), Sec. 1-2. - Definitions and rules of construction (SH)

Reports/Announcements

13. County Manager Report
14. County Attorney Report
15. Commissioner Announcements

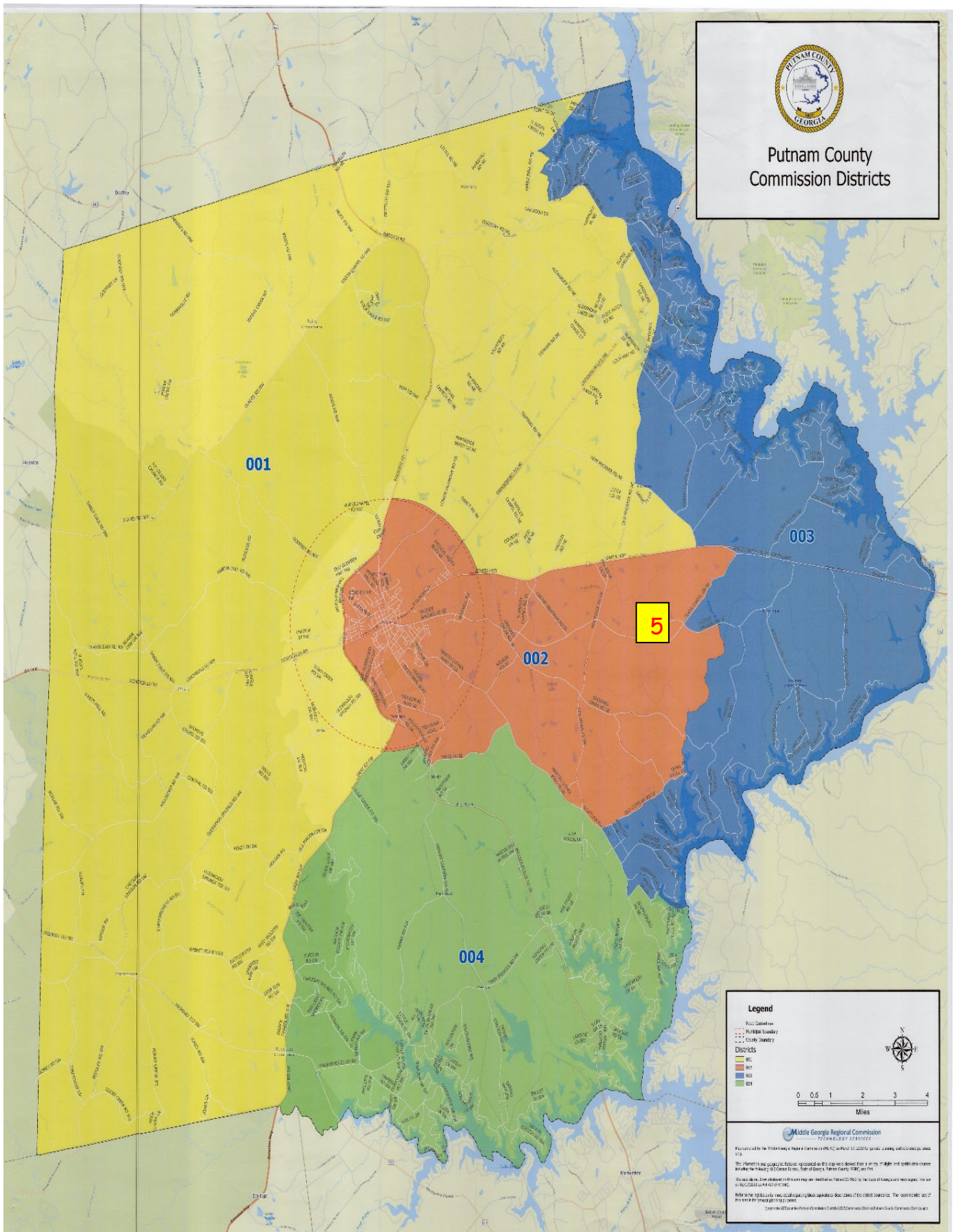
Closing

16. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

5. Request by Bailey Lively, agent for APC, for a conditional use at 1103 Oconee Springs Road, presently zoned AG [Map 107, Parcel 025, District 2] (staff-P&D)



5. Request by **Bailey Lively**, agent for APC for a conditional use at 1103 Oconee Springs Road. Presently zoned AG. [Map 107, Parcel 025, District 2].*



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

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APPLICATION CONDITIONAL USE

PLAN 2025-COND-1

Application Information

(same as owner Yes B ☐ No ☒)

Name: Mike Daubenmire (Agent for APC)

Address: 3875 Embassy Parkway, Suite 280
Akron, OH 44333

Phone: 216-230-4304

Email: mike.daubenmire@kimley-horn.com

Fax: n/a

Arterial/State Road. Yes: ☐ No: ☒

Property Information

Address: 1103 Oconee Springs Rd., Eatonton, GA 31024

Map: ☐ Parcel: 107 025

Presently Zoned: AG Com. District: ☐

Total Acreage: 11.85

In Conservation Use: Yes ☐ No ☒

State Waters on Property: Yes ☐ No ☒

Briefly describe the proposed conditional use: Proposed Telecommunications Facility

Existing zoning district classification of the property and adjacent properties:

Existing: AG North: AG South: AG East: AG West: AG

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

RECORDED PLAT: ☒ LETTER OF AGENCY ☐ LETTER OF INTENT ☒

COPY OF WARRANTY DEED: ☒

Source of domestic water supply: well ☐, community water ☐, or private provider ☐. If source is not an existing system, please provide a letter from provider. Provision for sanitary sewage disposal: septic system ☐, or sewer ☐. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.

*SIGNATURE OF APPLICANT:

Mike Daubenmire (AGENT FOR APC)

DATE: 04/22/2025

Bailey Lively (Agent for applicant) *Bailey Lively*

*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF, AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY/CITY OF EATONTON HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

DATE FILED 6-26-25 FEE: \$ 245.00 CK. NO. ☐ CASH ☐ C. CARD ☒ INITIALS CJA

RECEIPT # R634409034052

DATE OF NEWSPAPER AD: 7-31-25

DATE SIGN POSTED: 7-30-25

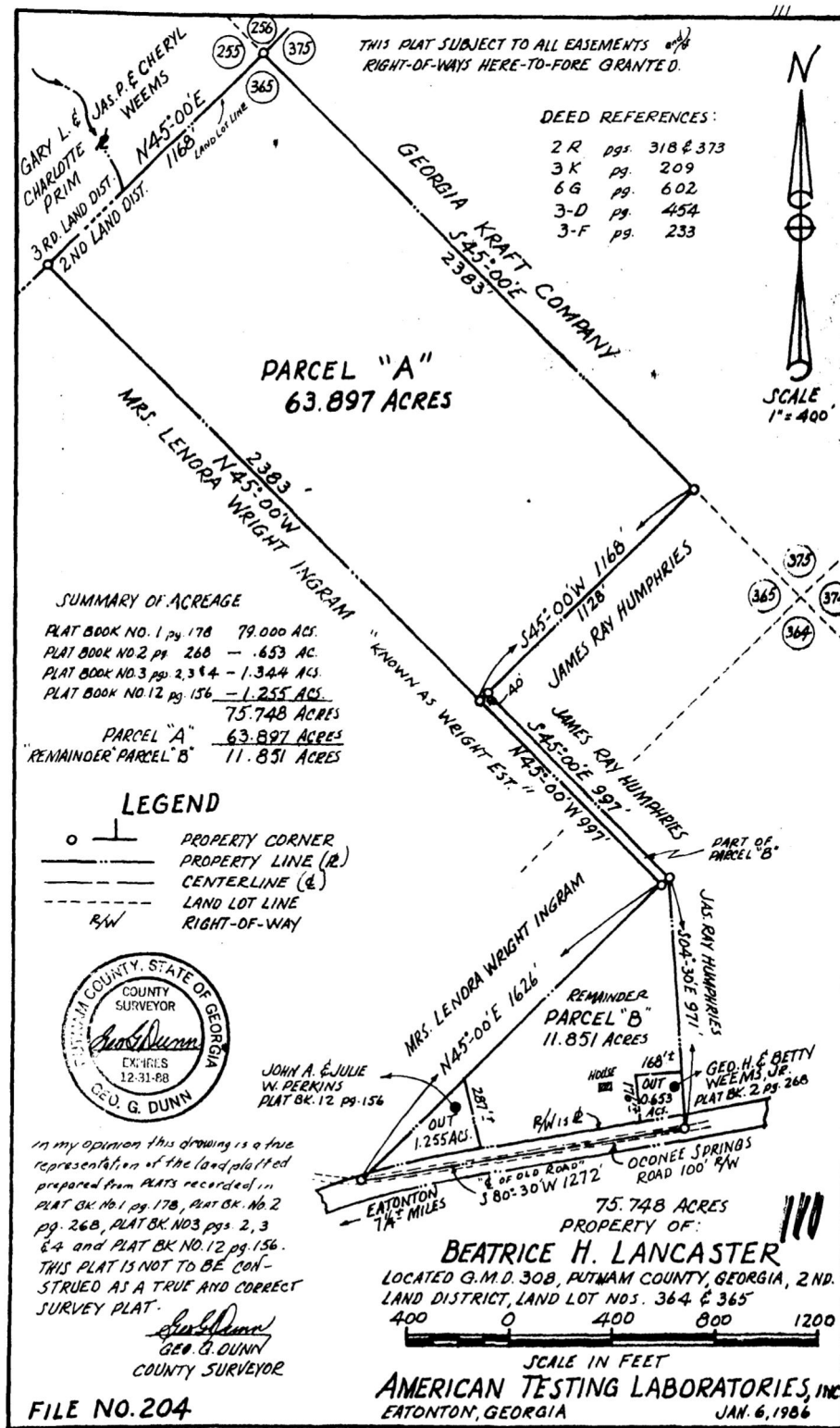
PLANNING & ZONING HEARING: 9-4-25

RESULT: ☐

COMMISSIONERS'/CITY COUNCIL HEARING: 9-16-25

RESULT: ☐

recorded 5/22/86 by Sheila O. Paulk



CLYBURN & SONS, INC.



Plat Book 13

Putnam County

April 22, 2025

Putnam County
Planning & Zoning Commission
117 Putnam Drive, Suite B
Eatonton, Georgia 31024

RE: *Letter of Intent for Conditional Use Permit to Locate a New Telecommunications Facility at 1103 Oconee Springs Rd., Eatonton, GA 31024 (Parcel No. 107025)*

Dear Members of the Planning & Zoning Commission:

Please accept this letter, along with the attached documents, as part of our formal application for a Conditional Use Permit from **APC Towers** in conjunction with **T-Mobile** to install a 255ft lattice tower and associated antenna equipment within a 60' x 60' fenced compound located at 1103 Oconee Springs Rd., Eatonton, GA 31024 (Parcel No. 107025).

T-Mobile is looking to enhance their network and to provide improved cellular data and coverage in Putnam County through the installation of a new telecommunications tower in partnership with APC Towers. The proposed location will provide high-speed wireless broadband access, fill a gap in the network where there is currently poor too little coverage, and provide enhanced E-911 services to the community, and the surrounding areas. The proposed infrastructure will provide the opportunity for additional cell carriers to improve and expand their coverage while also eliminating the need for an additional facility within the surrounding area.

APC Towers and T-Mobile are seeking a Conditional Use Permit for the wireless communications facility based on the criteria, and the general provisions outlined in **Chapter 58 - Telecommunications of the Putnam County Code of Ordinances**. The property of the proposed telecommunications facility is currently zoned agricultural, which permits telecommunication facilities as a Conditional Use with the Planning and Zoning Commissions approval.

In addition to the wireless communication facility complying with the standards stated in **Chapter 58 - Telecommunications** of the code, the proposed lattice tower and associated equipment will not create smoke, fumes, odors, dust, glare, or noise pollution. No water services, sanitary facilities, gas services, or garbage disposal/pick-up services are needed. Current traffic will not be affected as the proposed facility is unmanned and unstaffed and may

be visited by maintenance personnel minimally as needed for servicing or in the case of emergencies. Soil erosion control measures will comply with the local regulations as may be required by the county and other local authorities.

Please review this letter along with all documentation provided in which APC Towers intends to comply with the Putnam County's Code of Ordinances along with the attached documents as requested in the following sections of the ordinance and as outlined in the Application for the Telecommunications Facility:

Chapter 58 - Telecommunications (Sections 58-5 & 58-6)

Section 58-5 – Placement by Zoning District

(1) & (2): These subsections do not apply to this application. The proposed location does not fall within an R, RM, or MHP districts, or along any corridors listed in Subsection (1).

(3) This subsection lists all of the zoning districts where towers and antennas are permitted as conditional use. Subsection (3)(b) permits towers and antennas within an agricultural district, and the proposed telecommunications facility is located within an agriculturally zoned district, so it is permitted as a conditional use.

(4) *Prohibitions.* No new cell tower may be established if there is a technically suitable space available on an existing tower within the search area that the new cell is to serve. A propagation study will be required to show proof that coverage objections cannot be met, should a carrier seek a variance to this provision.

Response: See Exhibit A, which shows an aerial view of T-Mobile's search ring area. The search ring is where the tower must be to provide sufficient coverage and fill the coverage gap in the area, shown on the RF propagation maps, also attached to the exhibit. As shown in the exhibit, there are no towers or structures of suitable height available for collocation within the search ring area. All existing towers are outside of the search ring boundaries with the closest tower being .54 miles outside of the search area, and too close to an existing T-Mobile site, so would not meet T-Mobile's coverage objective or fill the coverage gap that currently exists. Whereas the proposed site meets T-Mobile's objectives and eliminates the coverage gap.

(5) *Preferred location sites.* Any telecommunications towers being used for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication and any existing structure shall be a preferred location site for antenna where located within nonresidential districts; provided,

however, that locations which meet these criteria shall be subject to the design and sighting components of this article.

Response: The proposed telecommunications facility is within an agricultural district, a non-residential district. As proven within this letter of intent, and with the documentation provided, the facility meets or exceeds the design and sighting components of this article.

Sec. 58-6. - General provisions

The following provisions are applicable to all towers and antennas regardless of location unless context limits application to towers only:

(1). *Landscaping and maintenance.* Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from adjacent properties. As such, a landscaping buffer consisting of evergreen material that is at least six feet in height, xeriscape tolerant, or irrigated, shall be planted on all sides of the site, said landscaping plan shall be submitted to the planning and development department when the building permit is applied for. Said buffer shall be maintained and any loss of vegetation within the buffer shall be replaced by the applicant. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, such as tower sited on large, wooded lots, natural growth around the property perimeter may provide a sufficient buffer as determined by the appropriate county authority. Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that lost. The landscaping maintenance set forth herein shall be a required condition for approval of the annual occupation registration. No more than two parking spaces per facility shall be allowed, and a minimum ten-foot-wide turnaround drive with an all-weather surface shall be required if parking spaces are provided.

Response: See sheet C-8 of the zoning drawings for the proposed landscaping details meeting the requirements of the above subsection.

(2) *Lighting.* Towers and antennas shall not be artificially lighted, unless required by the Federal Aviation Administration or other applicable authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding area and views, or the tower shall use a dual lighting system consisting of a strobe light during the day and a slow flashing red light at night unless otherwise required by the Federal Aviation Administration.

Response: The applicant has filed with the FAA (Filing # FAA 2025-ASO-6045-OE), and the application is being processed. The applicant intends to fully adhere to all lighting requirements as determined by the FAA and will provide all approvals and requirements upon receipt and before the issuance of the building permit.

(3) *Removal of abandoned towers and antennas.* After a continuous period of 12 months during which an antenna or tower is not used for its original purpose (including upgraded equipment), it shall be considered abandoned, and the owner of such antenna or tower shall remove same within 90 days of receipt of notice from Putnam County Planning and Development Department notifying the owner of such abandonment. The owner may request a three-month extension prior to the end of the 12-month period. Said three-month extension may be granted administratively by the planning and development department if the request is received in writing by the planning and development department prior to the end of the 12-month period. If a three-month grace period is granted, then a notice of abandonment will be given to the owner at the end of the three-month period. If any abandoned antenna or tower is not removed by the owner within said 90 days after notice of abandonment, then the governing authority may remove such antenna or tower at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective for the tower until all users cease using the tower. Within 30 days of the owner's receipt of said notice of abandonment, any owner aggrieved by said notice of abandonment may file a written request to be heard before the governing authority.

In addition, prior to the issuance of any tower construction permit, the applicant shall submit security for the costs of removal of the structure in an amount estimated by the applicant and approved by the building official as sufficient to cover the costs of removal.

Response: If the tower is not being used for its intended purpose, for a continuous period of 12 months, the applicant agrees to remove the tower within (90) days of receipt of notice from Putnam County and will adhere to all other requirements in this subsection. Furthermore, the applicant agrees to provide one of the following to cover the cost of removal; an 18-month bond, a letter of credit, or a deposit of cash before the issuance of the building permit.

(4) *Setbacks and separation.* The following setbacks and separation requirements shall apply to all towers:

- a. Freestanding towers must be set back a distance equal to the total height of the tower from adjacent property lines, as measured radially from the base of tower to the property line of the subject property; and the design must be able to fully collapse upon itself.

Response: See sheet C-1 of the zoning drawings which shows the setback requirements and the setback distances from the tower to all the property lines meeting the requirements of this subsection.

b. Freestanding towers must also be set back from all single- and two-family residential districts and historic districts or historic landmarks, a distance of the total height of the tower in all directions, as measured radially from the base of the tower to the district boundaries or landmark boundaries.

Response: See sheet C-1 of the zoning drawings which shows the setback requirements and the setback distances from the tower to all the property lines exceeding the requirements of this subsection.

c. Guy wires and accessory facilities associated with towers must satisfy the minimum zoning district setback requirements for buildings.

Response: There are no guyed wires, and all accessory facilities associated with the tower meet the setback requirements for buildings in an agricultural district (Front-30', Side -20', and Rear -20'). See sheet C-1 of the zoning drawings.

d. All lattice or guy-wired towers constructed after the effective date of this chapter shall conform to the following minimum tower separation requirements as set out in the chart form below. Antennas mounted on rooftops, monopole towers, or alternative tower structures shall be exempt from these minimum separation distances as set out in chart form below.

Lattice or Guy-Wired Tower Height	Next Closest Tower Height 50 Feet Separation	Next Closest Tower Height 50—100 Feet Separation	Next Closest Tower Height 101—150 Feet Separation	Next Closest Tower Height 150 Feet Separation
50'	300'	500'	750'	1,000'
50—100'	500'	750'	1,000'	1,500'
101—150'	750'	1,000'	1,500'	2,000'
150'+	1,000'	1,500'	2,000'	2,500'

Response: The proposed tower is 255, and all existing towers, as shown in Exhibit B, exceed the 2,500' tower separation requirement with the closest tower being 1.49 miles (7,898') from the proposed location.

(5) *Tower color.* The color of the tower shall be either painted gray or left in its natural gray metallic state unless otherwise required by the Federal Aviation Administration

Response: Unless otherwise required by the FAA, the tower will remain in its natural gray metallic state.

(6) *Insurance.* Commercial general liability insurance shall be required with combined single limits of liability coverage of \$1,000,000.00 per occurrence, for bodily injury and property damages, with respect to the construction, use of the property, maintenance, operation, or other liabilities associated with a telecommunication tower.

Response: Applicant acknowledges the requirements of this subsection and agrees to carry insurance as outlined above. Applicant will provide a copy of its COI upon request of the Planning & Zoning Commission.

(7) *Federal and state requirements.* All towers and antennas must meet or exceed current standards and regulations of the Federal Aviation Administration, the Federal Communications Commission, and any other agency of the federal government or state government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owner of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within the compliance schedule mandated by the controlling federal or state agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for removal of the tower or antenna by the owner or by the local governing authority at the owner's expense. Any such removal by the governing authority shall be in the manner provided above.

Response: The applicant acknowledges that the tower and antennas must meet the standards of the FAA and FCC, and other agencies of the Federal or State government having authority to regulate towers and antennas. The applicant has already filed with both the FAA and the FCC. The application filing numbers are FCC A1310475 and FAA 2025-ASO-6045-OE. The applicant agrees to provide all findings and approvals from the FAA, FCC, or any other federal or state agency having authority to the county as a condition of approval.

(8) *Building codes and safety standards.* To insure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the latest edition of the Electronic Industries Association, as amended from time to time. A professional engineer shall certify that all antennas, towers, and wireless telecommunications equipment are erected and installed so as to comply with said codes and standards. The tower design must be able to fully collapse upon itself.

Response: In conjunction with the building permit application, the applicant will prepare and provide construction drawings signed and sealed by a professional engineer and a set of tower and foundation designs with calculations using the latest ANSI/TIA standards, signed and sealed by a structural engineer. All applicable codes will be

referenced in these plans. Enclosed is the stamped letter from the tower designer, confirming that the tower will be designed with the latest ANSI/TIA code, and if in the rare event that the tower failed, it would fall within a 50' radius of the tower.

(9) *Security fence.* All towers shall have a security fence of not less than six feet in height with anti-climbing devices on the fence. A sign no larger than 32 square feet in size shall be placed on the security fence or other outermost structural element of the telecommunication facility, which sign shall state the name and telephone number of a person responsible for the safety and maintenance of said facility and emergency contact numbers. No other signs, symbols, or advertisements shall be allowed on the security fence or on any monopole, tower, or antenna. Check with the office of Putnam County Planning and Development for sign permits and allowable sign sizes.

Response: See sheet C-7 of the zoning drawings for the fence detail, and sheet C-6 for the signage details. The site identification sign is larger than 32 square feet and is an industry-standard size. However, if the Planning & Zoning Commission wishes to reduce the sign size to 32 square feet, the applicant will agree to reduce the size. The only other signage that will be posted on site is the notice and warning signs required to be posted by the FCC.

(10) *Noise.* The intensity level of sound from the wireless telecommunications facility, including temporary generators used during power outages, measured at the property line of abutting property zoned for residential use shall not at any time exceed 70 decibels from 7:00 a.m. to 10:00 p.m. and 55 decibels from 10:00 p.m. to 7:00 a.m.; and abutting property zoned for non-residential use the same shall not exceed 80 decibels at any time.

Response: Applicant acknowledges the noise requirements of this section and agrees to adhere to these requirements. The only noise that will originate from the facility would be the backup generator which will only run during a complete power loss.

(11) *Maintenance of telecommunications facilities.* Towers must be properly and routinely maintained in good and safe condition and in a manner that complies with all included in submittal information. The owner shall provide the Putnam County Planning and Development Department with a certified copy of the engineer's inspection report, which includes, but is not limited to, the condition of the grounding system, the structural integrity of the facility, any damage incurred over the past year, the condition of the bolts, and a plan to correct any deficiencies. Tower owners shall conduct periodic inspections of communications towers as follows: Guyed tower at least once every two years; lattice or self-supported towers every three years; and monopoles every three to five years to insure structural integrity. Inspections shall be conducted by a structural engineer licensed to practice in Georgia. The results of such inspection shall be provided to the Putnam County Planning and Development

Department. If, upon inspection, the Putnam County Planning and Development Department concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days from the date of the mailing of such notice, to bring such tower into compliance within said 30 days, or the owner may submit an alternate schedule for approval within 30 days of notice. There is no guarantee an alternate schedule will be approved. The governing authority may remove such tower at the owner's expense, if the deadline is not met. Any such removal by the governing authority shall be in the manner provided.

Response: The applicant agrees to adhere to the requirements of this subsection, specifically relating to a self-support tower, by providing an inspection report to the Putnam County Planning and Development department every three years and will resolve any issues witnessed during the inspection within 30 days of receipt of notice of such by the Planning and Development Department.

(12) *Fire prevention.* All telecommunication facilities shall be designed and operated in such a manner so as to minimize the risk of igniting a fire or intensifying one that otherwise occurs. To this end all of the following measures shall be implemented for all telecommunications facilities when determined necessary by the state fire marshal. Demonstration of compliance with requirements a. through f. shall be evidenced by a certificate signed by the state fire marshal on the building plans submitted.

Response: Applicant agrees to adhere to all requirements outlined in subsections (a) through (f) prior to the issuance of the building permit.

(13) *Co-location.* Each telecommunications tower application shall be required by affidavit of the applicant to make a good faith effort to substantially demonstrate that no existing or planned towers within the applicant's search ring can accommodate the applicant's proposed antenna/transmitter

Response: As previously noted, and shown in Exhibit A, there are no existing towers or structures of suitable height available for collocation within the search ring area. This subsection does not apply to this application due to the lack of towers or structures of sufficient height. All existing towers are outside of the search ring area boundaries, so does not meet T-Mobile's coverage objective or are able to fill the coverage gap that currently exists.

(14) Any new antenna/provider shall ensure there will be no interference to other providers or customers in the area. If such occurs this may result in an immediate rescission of the permit and service may be required to be terminated immediately.

Response: Applicant acknowledges and agrees to the requirements of this subsection.

(15) The county shall be afforded the vertical real estate opportunity to place public safety radio equipment on the tower and the necessary ground real estate for all applicable supporting infrastructure at no charge (except for reinforcing the existing tower design).

Response: Applicant agrees to work with the county to provide reasonable vertical real estate opportunity to place public safety equipment on the tower and provide necessary ground real estate so long as it does not interfere with the applicant, its tenant, or future tenant's use of the facilities.

In Summary, we believe that the proposed wireless telecommunications facility meets the intent of Chapter 58 - Telecommunications of the Putnam County Code of Ordinances. We appreciate your review and consideration for a Conditional Use Permit.

If you have any questions or require any additional information, please reach out to me directly.

Sincerely,

Mike Daubenmire

Mike Daubenmire

Kimley-Horn | 3875 Embassy Parkway, Suite 280, Akron, OH 44333

Direct: 216 230 4304 | Mobile: 330 462 8631 | mike.daubenmire@kimley-horn.com

60 / 80
3/11/1986

Putnam
GEORGIA, BALDWIN COUNTY.

DEED OF GIFT.

KNOW ALL MEN BY THESE PRESENTS
that for the sum of One (\$1.00) Dollar and the love and
affection that she has for her son, BEATRICE H. LANCASTER,
Grantor, hereby conveys unto her said son, GEORGE H. WEEMS, JR.
Grantee, his heirs and assigns, IN FEE SIMPLE, the following
described property:

All that tract or parcel of land in the 308th GMD, Putnam
County, Georgia, containing 11.851 acres and being all of Parcel
"B" as more fully shown and described on a plat made by American
Testing Laboratories, Inc. dated January 6, 1986 of record in Plat
Book 13, page 111, records of the Clerk of Superior Court
of Putnam County, Georgia, which plat is incorporated by reference
herein in aid of this description.

Grantor WARRANTS said property unto Grantee, his heirs and
assigns, against the claims of all persons.

WITNESS Grantor's hand and seal, this 31 day of
January, 1986.

Beatrice H. Lancaster (SEAL)
Beatrice H. Lancaster

Signed, sealed and delivered
in the presence of:

Carla C. Kempsey
Shirley D. Jackson 1/31/86
Notary Public, GA. at Large.
My commission expires: 8/24/88

(Notary Seal Affixed)

Filed for record this the 10th day of March, 1986, at 11:30 A. M.
Recorded this the 11th day of March, 1986.

Elizabeth W. Cardwell
Elizabeth W. Cardwell, D.C.S.C.



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

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OWNER AUTHORIZATION

Submission of inaccurate information may be cause for denial of the request or, if discrepancies are realized after the approval for the petition or issuance of the relevant local permits, cause for the revocation of the approval and any related permits by the Board of Commissioners. The following documents must be submitted with this application prior to the application deadline. **Incomplete applications will not be accepted.**

1. Payment of appropriate fee (please make checks payable to Putnam County Planning & Development)
2. Recorded plat of property.
3. Concept plan or site plan drawn to scale.
4. Written description of your request in letter format, addressed to Putnam County Planning & Development.
5. All required criteria (attached) must be addressed in the written description.

The documents listed above are the minimum requirements. Staff may require additional documentation depending on the nature of the Variance Request. All submitted documents are public records and subject to Opens Records Law.

I have reviewed the application procedures and all applicable criteria and regulations in the Putnam County Zoning Ordinance for the above requested Variance Request. I hereby claim that this application fulfills said procedures and meets the criteria for approval.

Applicant Signature: Bailey Lively (Agent for applicant) [Signature] Date: 6/25/25

I swear that I am the owner of the property listed above. I authorize Bailey Lively (applicant's name) to apply for a zoning action (zoning map amendment, conditional use, variance) at the above listed address, as identified on the attached application.

Owner signature

VP. CONSTRUCTION
ARC TOWERS IV

Notary Public

Sworn and subscribed before me this

24th day of June 2025



Revised 1-04-24



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

CAMPAIGN CONTRIBUTION DISCLOSURE

Has applicant made \$250 or more campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes ☐ No ☒ If yes, please complete contribution affidavit.

If the business of the applicant or owner, or the applicant or owner individually, have made contributions or gifts having a total value of over \$250 or more to any elected official in Putnam County within two (2) years preceding the date of this application, the following must be completed:

Name of Recipient	Date	Contribution Amount	Description of Gift	Value of Gift

Name of Business: APC Towers & Kimley-Horn

Business Ownership Interest: _____ Property Ownership Interest: _____

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

M D A

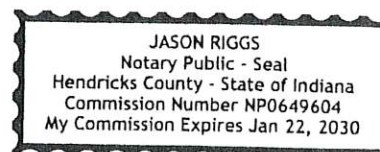
Owner or Applicant Signature

[Signature]

Notary Public

Sworn and subscribed before me this

1st day of May 2025.



Revised 1-04-24

RECEIVED MAY 06 2025

PUTNAM COUNTY, GEORGIA
PROBATE COURT

FILED

THIS 15th DAY OF Aug. 2023
@ 3:15 AM/PMKatie D Schubert
JUDGE/CLERK OF PROBATE COURT

Space above for court recording

IN THE PROBATE COURT OF PUTNAM COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF)

George H. Weems, Jr.)

DECEASED)

ESTATE NO. 23ES0083

O.C.G.A. §53-5-8(b) FILING

I/We, Betty Jean Weems, Personal Representative(s)
of the above-named estate, have served the beneficiaries named in the will as follows:

	Beneficiary Name	Date of Notice	Method of Service		
			Waiver	Mail	Diligent Search
1.	Betty Jean Weems	8-15-23	BW		
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

This the 15th day of August, 2023.Betty Jean Weems
Printed Name of Personal Representative #1Betty Jean Weems
Signature of Personal Representative #1_____
Printed Name of Personal Representative #2
(if applicable)_____
Signature of Personal Representative #2
(if applicable)

**IN THE PROBATE COURT OF PUTNAM COUNTY
STATE OF GEORGIA**

IN RE: ESTATE OF

George H. Weems, Jr.

DECEASED

)
)
)
)

ESTATE NO. 23ES0083

**WAIVER OF RIGHT TO NOTIFICATION OF ISSUANCE OF LETTERS
TESTAMENTARY OR LETTERS OF ADMINISTRATION WITH THE WILL
ANNEXED PURSUANT TO O.C.G.A. §53-5-8(b)**

The undersigned, being 18 years of age or older, laboring under no legal disability, and being a beneficiary of the above-referenced estate, does hereby waive the right to notification of issuance of Letters Testamentary or Letters of Administration with the Will Annexed by the Personal Representative of the above-named estate pursuant to O.C.G.A. §53-5-8(b).

Sworn to and subscribed before me this 15th day of August, 20 23


Betty Jean Weems

Signature of Beneficiary


Betty Jean Weems

Printed Name of Beneficiary


Notary/Clerk of Probate Court

NOTARY/CLERK OF PROBATE COURT

My Commission Expires: _____

GEORGIA, PUTNAM COUNTY:

I, George H. Weems, Jr., of said county, being of sound and disposing mind and memory, do make this my Last Will and Testament, hereby revoking any and all others that I have heretofore made.

Item 1. It is my will and desire that my body be buried in a Christian-like manner, the place and details of which I leave to my Executrix.

Item 2. It is my will and desire that all of my just debts be paid as soon as practicable after my death.

Item 3. I will, bequeath and devise all of my estate, both real and personal property of whatever kind and wherever situate, to my wife, Betty Jean Weems, in fee simple.

Item 4. If my wife should predecease me, or in the event we die in a common accident, I have made a list of items that are to be disbursed and have stated on said list specific items for each of my children. I hereby direct my Alternate Executrix to disburse the items on said list as indicated on said list. If there is no list, then my Alternate Executrix is to disburse my Estate as indicated in Item 5 below.

Item 5. If my wife should predecease me, or in the event we die in a common accident, I will, bequeath and devise all of my estate, excluding the items as stated on the list indicated in Item 4 above, to my children, Kelly Weems Pennington, Julie Weems Tucker, George Hassel Weems, III, and James Lee Weems, in fee simple, share and share alike.

Item 6. In the event any legatee, devisee, or beneficiary taking under this Will contest the validity thereof, or any provision thereof, or institutes any proceedings to contest the validity of this Will, or any provision thereof from being carried out in accordance with its terms, whether or not in good faith and with probable cause, then all the benefits provided to such legatee, devisee, or beneficiary in this Will are revoked and annulled and the benefits which such legatee, devisee, or beneficiary would have received if he or she had made no such contest, or brought no such proceedings, shall go to the other beneficiaries of this will. Each and every benefit conferred by this Will is made on the condition precedent that the beneficiaries hereof acquiesce

in all the provisions of this Will, and not make any such contest, and the provisions of this item are an essential ingredient of every benefit conferred by this Will.

Item 7. I hereby constitute and appoint my wife, Betty Jean Weems, the sole Executrix of this my Last Will and Testament, and I expressly confer upon her power, as such, to administer my estate, excusing her from giving any bond, or making any returns to the Probate Judge, and I expressly confer upon her the full authority and power to sell any part of my estate at public or private sale, with or without notice, as she may deem best, and without any order of any Court, and in addition, I confer upon her such powers as provided in law in Georgia Code Section 53-12-232.

Item 8. If for some reason, either physical or mental, my wife is unable to act as Executrix of my estate, or in the event she elects not to act, I hereby constitute and appoint my daughter, Julie Weems Tucker, as Executrix of this my Last Will and Testament, and I expressly confer upon her all the powers, duties and immunities as set forth in the Item above.

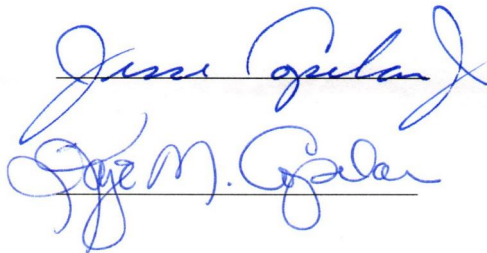
This 7th day of September, 1999.



George H. Weems, Jr.

Declared, published, signed and sealed by George H. Weems, Jr. as his Last Will and Testament, in the presence of the undersigned witnesses, he first signing in our presence, and we then, at his special instance and request signing in his presence and in the presence of each other.

This 7th day of September, 1999.



OPTION FOR EASEMENT AGREEMENT

THIS OPTION FOR EASEMENT AGREEMENT ("**Agreement**"), made and entered as of the latter signature date hereto (the "**Effective Date**"), by and between ESTATE OF GEORGE H. WEEMS, JR., having a mailing address of 1105 Oconee Springs Road, Eatonton, GA 31024, Attention: Betty Jean Weems ("**Grantor**"), and APC TOWERS IV, LLC, a Delaware limited liability company, having a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1970 ("**Grantee**"). All references hereafter to Grantee and Grantor shall include their respective heirs, successors and assigns (Grantee and Grantor, collectively, the "**Parties**").

RECITALS

A. Grantor is the owner of certain real property located at 1103 Oconee Springs Road, Eatonton, Putnam County, GA 31024, also known as parcel number 107 025, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor's Property**").

B. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor an option to acquire easements granting Grantee the right to use a portion of Grantor's Property (100' x 100' – 10,000 square feet) for the purpose of constructing, operating, maintaining, repairing, replacing and removing a communications tower and for certain other related activities as set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Option for Easement.** In consideration of the sum of [REDACTED] (the "**Option Fee**"), to be paid by Grantee to Grantor upon full execution of this Agreement, Grantor grants to Grantee for a term of eighteen (18) months (the "**Option Period**") an exclusive and irrevocable option to acquire (i) an exclusive fifty (50)-year easement (the "**Communication Easement**") in, to, under and over the portion of the Grantor's Property substantially as shown and described on **Exhibit B** for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates and related facilities for Grantee's use and that of Grantee's subtenants, licensees and customers (collectively, "**Facilities**") and any related activities and uses including those necessary for Grantee to comply with any obligations arising under any agreements with wireless communications providers together with the right to enter Grantor's Property at any time, day or night, as may be required in connection with the foregoing activities and use; and (ii) non-exclusive easements in and to the Communication Easement over a portion of Grantor's Property described on **Exhibit B** hereto (the "**Access Easement**" and "**Utility Easement**"), for the access and utilities; respectively, on the terms and conditions set forth herein below (the "**Option**"). As used herein "**Easements**" means collectively the Communication Easement, Access Easement and Utility Easement. Grantee has the right to extend the Option for one (1) additional term(s) of eighteen (18) months (the/each an "**Extended Option Period**"). The Option will automatically be extended for the/each Extended Option Period unless Grantee provides Grantor written notice of its intent not to extend the Option. Grantee will pay Grantor an additional payment (the "**Additional Option Fee**") of [REDACTED] within thirty (30) days of the commencement of the Extended Option Period. In the event that Grantee exercises the Option, Grantee will pay a one-time lump sum payment to Grantor in the amount of [REDACTED] (the "**Easement Fee**") A one-time payment of [REDACTED] reduced by the amount of the Option Fee and any Additional Option Fee paid by Grantee to Grantor and adjusted for the prorations and adjustments in accordance with Section 6.

2. **Feasibility Studies.** Upon prior notification to Grantor, during the Option Period and any Extended Option Period, Grantee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Grantor's Property to inspect, examine, conduct soil, drainage and precolation testing, material sampling, and other geological or engineering tests, studies or surveys of Grantor's Property (collectively, the "**Tests**"), to conduct title examinations and lien searches of Grantor's Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Grantee's sole discretion for its use of the Easements for the Facilities including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Grantor's Property that, in the opinion of Grantee, are necessary in Grantee's sole discretion to determine the physical condition of the Grantor's Property, the environmental history of the Grantor's Property, Grantor's title to the Grantor's Property and the feasibility or suitability of the Grantor's Property for Grantee's permitted use, all at Grantee's expense. Grantee shall prepare, at Grantee's expense, for review and approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, a boundary or similar survey of the Easements (the "**Survey**") from a surveyor licensed under the laws of the state in which Grantor's Property is located. The Survey will include legal descriptions for all of the Easements and such descriptions, after approval by Grantor, will replace any sketch or depiction of the Easements and be used on the final Easement Agreement to be executed by the Parties. Grantor agrees to cooperate with Grantee in obtaining the Government Approvals, at Grantee's expense but for no additional consideration payable to Grantor. Grantor hereby irrevocably appoints Grantee or Grantee's agent as Grantor's agent to file applications on behalf of Grantor with federal, state and local governmental authorities which applications relate to Grantee's use of Grantor's Property and the Easements including but not limited to land use and zoning applications. Grantee will not be liable to Grantor or any third party on account of any pre-existing defect or condition on or with respect to the Grantor's Property, whether or not such defect or condition is disclosed by Grantee's inspection. No such inspections, investigations or examinations shall unreasonably interfere with Grantor's use of Grantor's Property.

3. **Grantor's Cooperation.** Grantor shall furnish to Grantee, within five (5) business days of Grantee's reasonable request, all reports, documents, records, and information, including electronic copies thereof, that Grantor has in its possession or can obtain without unreasonable effort or expense, to permit Grantee to perform the due diligence investigations described in Section 2 above with respect to Grantor's Property. In addition, upon Grantee's exercise of the Option, Grantor agrees to execute and deliver to Grantee all documents reasonably requested by Grantee and Grantee's national title insurance company (the "**Title Company**") as further described in Section 6 below and, upon Grantee's written request, remove liens and encumbrances disclosed by Grantee's title examination that Grantee reasonably believes will adversely affects the Easements and Grantee's use thereof.

4. **Representations, Warranties and Covenants of Grantor.** As a material inducement to Grantee to enter into this Agreement and to consummate the transactions contemplated herein, Grantor represents and warrants the following for the benefit of Grantee and Grantee's permitted assigns, each of which are true and correct at the execution of this Agreement by Grantor and will be true and correct at the signing of the Easement Agreement contemplated by this Agreement and from which Grantor shall not be relieved by any investigation made by or on behalf of Grantee:

- (a) Grantor possesses good and marketable fee simple title in and to Grantor's Property free and clear of all liens, claims, encumbrances, restrictions and reservations except for current state and county ad valorem real property or personal property taxes not due and payable, (ii) easements for the maintenance of public utilities that do not adversely affect Grantee's intended use of the Easements and (iii) any Mortgage, Deed of Trust or similar instrument(s).

- (b) Grantor has neither received notice nor are there (i) any suits, judgments or violations relating to Grantor's Property of any zoning, building, fire, health, pollution, environmental protection or waste disposal or other governmental ordinance, code, law or regulation; (ii) any pending or, to Grantor's knowledge, contemplated proceedings or public improvements which could or might result in the levy of any special tax or assessment against Grantor's Property; (iii) litigation or proceedings of any type pending or, to Grantor's knowledge, threatened against or relating to Grantor or Grantor's Property, including, but not limited to, condemnation or eminent domain proceedings; and (iv) plans for special assessments or liens or for the widening, change in grade or limitation on use of streets or roads abutting Grantor's Property or for a change in the zoning or master plan for Grantor's Property.
- (c) There are no existing options, leases or agreements to lease, either oral or written, regarding Grantor's Property affecting the Easements, nor are there any persons in possession or occupancy of the area of the Easements or any part thereof nor are there any persons who have possessory rights in respect to the areas of the Easements or any part thereof except for Grantor. No part of Grantors' Property that will be subject to the Easements is subject to a right of first refusal, option or other right which Grantor or one of its predecessors may have granted to other persons or parties, whether oral or written.
- (d) The operation of Grantor's Property has met, in all material respects, the applicable laws and regulations of all federal, state, and local government authorities having jurisdiction, including, without limitation, all requirements pursuant to environmental protection, health, or safety laws and regulations. Grantor further represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "**Hazardous Substance**") located on, under or about Grantor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. No underground storage tanks for petroleum or any other Hazardous Substance, or underground piping or conduits, are or have previously been located on Grantor's Property, and no asbestos-containing insulation or products containing PCB or other Hazardous Substances have been placed anywhere on Grantor's Property by Grantor or, to Grantor's knowledge, by any prior owner or user of Grantor's Property.
- (e) Grantor has full power, authority and legal right to execute, deliver and carry out Grantor's obligations under this Agreement and under all documents to be executed in connection herewith without the consent or joinder of any other person or entity; the execution, delivery, and performance of this Agreement and the transactions contemplated herein shall not violate or breach the terms, conditions or provisions of or cause a default under any agreement, order or decree to which Grantor is a party; and the persons signing this Agreement has full power and authority to bind Grantor and to execute and perform this Agreement.

5. **Exercise of Option.** During the Option Period or any Extended Option Period, Grantee may exercise the Option by notifying Grantor in writing (the "**Exercise Notice**"). If Grantee exercises the Option then Grantor will grant the Easements to the Grantee subject to the terms and conditions of the preapproved Easement Agreement attached hereto as **Exhibit C** and the Parties will complete the transactions contemplated by this Agreement pursuant to the procedures set forth in Section 6 below. If Grantee does not exercise the Option, this Agreement will terminate and the Parties will have no further liability to each other except that Grantee will restore Grantor's Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Grantee excepted, and shall indemnify, defend and hold Grantor harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests and any activity Grantee conducted on Grantor's Property during the Option Period or any Extended Option Period. Grantor shall make all claims for indemnification

TSW *DA*

under this Section 5 within one (1) year of expiration or termination of the Option and be deemed to have waived any such claim not made within the one (1)-year period.

6. **Delivery of Easement Agreement; Easement Fee and Possession.** If Grantee exercises the Option by delivering the Exercise Notice to Grantor, Grantee and Grantor shall execute the Easement Agreement and finalize the easement transaction within fifteen (15) business days of Grantor's receipt of the Exercise Notice (the "**Closing Date**"). The Parties intend to exchange the Easement Agreement, other executed documents identified below and the Easement Fee through escrow with counsel for Grantee or Grantor or with the Title Company, with the "closing" of the easement transaction to be conducted by telephone. Grantor shall execute and/or deliver to Grantee such normal transaction documents and other materials as may reasonably be required by the Grantee or the Title Company including the following: (i) three (3) originals of the executed Easement Agreement, subject to modification to (a) include the legal descriptions of the Easements prepared from the Survey and (b) comply with the laws, rules and regulations of the state or municipal governmental unit in which Grantor's Property is located, (ii) a certificate stating that the Grantor is not a "foreign person" as defined in the federal Foreign Investment in Real Land Tax Act of 1980, and the 1984 Tax Reform Act, as amended, in a form reasonably acceptable to Grantee, (iii) any reasonable and customary affidavits required by, and satisfactory to, the Title Company, including a standard mechanics' and material men's lien affidavit in the form required by the Title Company so that an easement owner's title insurance policy may be issued free and clear of the standard exceptions which a title company is permitted to remove or modify upon delivery of such affidavits, (iv) documents evidencing that each of the persons executing and delivering the Easement Agreement and related documents on behalf of Grantor has the authority to execute and deliver such documents, (v) a non-disturbance and attornment agreement in favor of Grantee for any mortgage, deed of trust or similar document encumbering Grantor's Property, (vi) releases for monetary liens encumbering Grantor's Property, and (vi) a statement certifying that the representations made by Grantor in Section 4 are true and correct on the date the Easement is signed. Grantee shall sign three (3) originals of the executed Easement Agreement, any other documents required by the Title Company and pay the Easement Fee into escrow on the Closing Date. Grantee may take possession of the Easements upon completion of the transactions described in this Section 6.

7. **Transaction Costs.** Grantee shall pay for the preparation and recording of the Easement Agreement, all fees payable to the Title Company for the services requested by Grantee, its own counsel fees, and any brokerage commissions due by Grantee in connection with this transaction. Grantor shall pay any real estate excise or transfer taxes due in connection with the Easement Agreement, the costs associated with the release of any mortgages, liens or encumbrances against the Easements or Grantor's Property, its own counsel fees, and any brokerage commissions due by Grantor in connection with this transaction. The Parties will sign a settlement statement prepared by Grantee's counsel or the Title Company, and approved by Grantor, detailing the costs owed by each Party.

8. **Recording of Option for Easement.** Grantor and Grantee hereby agree, following the execution of this Agreement, to execute the Memorandum of Option, in substantially the form of Exhibit D attached hereto and incorporated herein by reference as modified to conform to the laws of the state in which the Grantor's Property is located. Grantee, at its sole expense, shall file the Memorandum of record in the county and state where the Grantor's Property is located.

9. **Non-competition.** From the Effective Date until the earlier to occur of (i) the termination of this Agreement and (ii) the signing of the Easement Agreement, Grantor shall not grant any interest in any portion of the Easements to any third party or grant any portion of Grantor's Property to a third party which intends to use Grantor's Property for telecommunications purposes or assign this Agreement to a third party, without the prior written consent of Grantee in each instance, in Grantee's sole and absolute discretion.

10. **Broker/Grantor's Agent.** Grantor and Grantee each represent to the other that no real estate broker, commission agent or other person is entitled to any commission with respect to the transactions herein contemplated (collectively, "**Broker**"). Except with regard to a breach of Grantee's warranty set forth in this Section, Grantor hereby indemnifies and holds Grantee harmless from any loss, cost, damages and expenses arising out of a brokerage, commission, or fee due or alleged to be due in connection with this Agreement or the transactions contemplated hereby. Except with regard to a breach of Grantor's warranty set forth in this Section, Grantee hereby indemnifies and holds Grantor harmless from any loss, cost, damage and expense arising out of a brokerage commission or fee due or alleged to be due arising out of breach of Grantee's warranty set forth in this Section. The foregoing representations and warranties shall survive signing of the Easement Agreement.

11. **Remedies of Grantor.**

- (a) In the event of Grantee's default under this Agreement, Grantor agrees to provide Grantee with written notice specifying the nature of such default. Grantee shall have thirty (30) days from the date of receipt of said notice to cure said default. In the event Grantee does not cure such default within such 30-day period, and provided that Grantor has fully performed all of its obligations hereunder, then Grantor may terminate this Agreement and pursue the remedies set forth in the following paragraph of this Section.
- (b) Grantee and Grantor acknowledge that it would be extremely impracticable and difficult to ascertain the actual damages that would be suffered by Grantor if Grantee fails to exercise the Option (for any reason other than Grantor's breach of the terms hereof). Grantee and Grantor have carefully considered such damages and have agreed that the Option Fee and Additional Option Fee(s), collectively, is a reasonable estimate of such damage. If Grantor has performed its covenants and agreements hereunder, but Grantee has breached its covenants and agreements hereunder and has failed, refused or is unable to exercise the Option, then Grantor shall retain the Option Fee and Additional Option Fee paid as full and complete liquidated damages, and no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement shall, in its entirety, be deemed of no further force and effect.

12. **Remedies of Grantee.** Grantor and Grantee acknowledge and agree that the extent of damages in the event of the breach of any provision of this Agreement by Grantor would be difficult or impossible to ascertain, and that in such circumstance there will be available no adequate remedy at law in the event of any such breach. Therefore, if Grantor has breached any of its covenants and agreements under this Agreement or has otherwise failed, refused or is unable to consummate the transactions contemplated herein, then Grantee may, at its sole election: (i) terminate this Agreement and receive a full refund on any and all Option Fee and Additional Option Fee payments made to Grantor, (ii) obtain specific performance plus the cost of obtaining specific performance, including reasonably attorneys' fees, without the need of posting an bond, or (iii) pursue any or all of its remedies at law and equity, including, but not limited to, monetary damages.

13. **Notices.** All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth above in the Preamble (or such other address as has been designated in writing by either party hereto).

14. **Assignability/Binding Effect.** This Agreement may be assigned by Grantee to any party. Grantor may not assign its rights or obligations under this Agreement, except with the written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion. If Grantor does assign this Agreement to a third party with the permission of Grantee, Grantor shall cause any such assignee to assume

this Agreement and the obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties' respective heirs, personal representatives, successors, and assigns.

15. **Severability.** If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

16. **Tower Removal.** Within one hundred twenty (120) days from the expiration, termination or extinguishment of the Easement, Grantee shall remove all above ground telecommunications facilities and all foundations to a depth of three feet (3'), and to the extent reasonable, restore the Premises to its condition as of the commencement date; reasonable wear and tear and loss by casualty or causes beyond Grantee's control excepted, provided that Grantee will not be responsible for the replacement of any trees, shrubs or other vegetation removed to facilitate the installation of the telecommunications facilities.

17. **Entire Understanding and Amendment.** This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by the party to be charged.

18. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where Grantor's Property is located without regard to that state's conflicts of laws principles.

19. **Attorney's Fees.** In the event of any dispute arising hereunder or a breach by a party, if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

GRANTEE:

APC TOWERS IV, LLC
a Delaware limited liability company

By: _____

Name: Daniel C. Agresta III

Title: President & CEO

Date: _____

GRANTOR:

ESTATE OF GEORGE H. WEEMS, JR.

By: _____

Name: _____

Title: _____

Date: _____

BJW DA

**EXHIBIT A
TO OPTION FOR EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

All that tract or parcel of land in the 308th GMD, Putnam County Georgia, containing 11.851 acres and being all of Parcel "B" as more fully shown and described on a plat made by American Testing Laboratories, Inc., dated January 6, 1986 of record in Plat Book 13, Page 111, records of the Clerk of Superior Court of Putnam County, Georgia.

Tax ID: 107 025

Being the Same Property Conveyed to George H. Weems, Jr., Grantee, from Beatrice H. Lancaster, Grantor, by Deed of Gift recorded 03/11/1986 as Book 60 Page 80 of the Putnam County Records.

EXHIBIT B
TO OPTION FOR EASEMENT AGREEMENT
DESCRIPTION OF EASEMENT



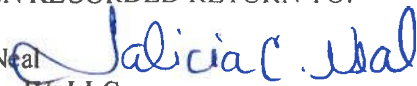
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C
EASEMENT AGREEMENT
(Attached Hereto)

EASEMENT AGREEMENT

PREPARED BY
AND WHEN RECORDED RETURN TO:

Talicia C. Neal 
APC Towers IV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
(919) 324-1922

(Recorder's Use Above this Line)

STATE OF GEORGIA

Premises Parcel No.: 107 025

COUNTY OF PUTNAM

THIS EASEMENT AGREEMENT ("**Agreement**"), made and entered as of the latter signature date hereto (the "**Effective Date**"), by and between ESTATE OF GEORGE H. WEEMS, JR., having a mailing address of 1105 Oconee Springs Road, Eatonton, GA 31024, Attention: Betty Jean Weems ("**Grantor**"), and APC TOWERS IV, LLC, a Delaware limited liability company, having a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1970 ("**Grantee**"). All references hereafter to Grantee and Grantor shall include their respective heirs, successors and assigns (Grantee and Grantor, collectively, "**Parties**").

RECITALS

A. Grantor is the owner of certain real property located at 1103 Oconee Springs Road, Eatonton, Putnam County, GA 31024, also known as parcel number 107 025, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor's Property**").

B. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor easements granting Grantee the right to use a portion of Grantor's Property for purpose of constructing, operating,

maintaining, repairing, replacing and removing a communications tower and certain related rights as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Grantor and Grantee agree as follows:

1. Grant of Easement.

(a) Grantor grants, bargains, sells, transfers and conveys to Grantee:

(1) an exclusive easement in, to, under and over the portion of Grantor's Property substantially as shown and described on Exhibit B-1 ("**Communication Easement**") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates and related facilities (collectively, "**Facilities**") and any related activities and uses including those necessary for Grantee to comply with any obligations arising under any agreements with wireless service providers or other customers of Grantee, together with the right to enter Grantor's Property at any time, day or night, as may be required in connection with the foregoing activities and uses, and

(2) non-exclusive easements in, to, under and over portions of Grantor's Property substantially as shown and described on Exhibit B-2 for ingress and egress to and from the Communication Easement and a publicly dedicated roadway (the "**Access Easement**"); and utilities providing service to the Communication Easement and the Facilities ("**Utility Easement**"), and any related activities and uses. The Communication Easement, Access Easement and Utility Easement are collectively referred to as the "**Easements**".

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of Grantor's Property available for use by wireless service providers, if any, and (ii) the portion of Grantor's Property upon which any Facilities are located, if any on the Effective Date.

2. Use of Easements. Grantee may use and maintain, at its sole expense, the Easement for the uses described in Section 1 above. In addition, Grantee shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement, by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under any existing agreements and the affiliates, agents, contractors, invitees and employees of Grantee and/or Grantee's present or future lessees or licensees (collectively, "**Customers**").

3. Term. The term of this Agreement ("**Term**") is fifty (50) years, beginning on beginning on the Effective Date, and expiring as of midnight on the day prior to the fiftieth (50th) anniversary of the Effective Date.

4. Easement Fee. Grantee shall pay Grantor a one-time fee in the amount set forth on Schedule 1 attached hereto and made a part hereof ("**Fee**"). The Fee is due and payable on the Fee Payment Date. The "**Fee Payment Date**" is the earlier of (i) the Effective Date or (ii) the date Grantor and Grantee finalize the transactions resulting in this Agreement pursuant to Section 6 of the Option for Easement Agreement dated March 17, 2025. Grantee's failure to remit payment for the Fee pursuant to this paragraph shall be deemed to be a default under this Agreement.

5. Termination. This Agreement may not be terminated by Grantor. In addition to other termination rights contained in this Agreement, this Agreement may be terminated by Grantee, upon 30 days' prior written

notice to Grantor. Upon termination, Grantor and Grantee shall execute and record such documents reasonably required to terminate the Easements.

6. Improvements; Utilities. Grantee and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Sections 1 and 2, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Grantor agrees to cooperate with Grantee and to act reasonably and in good faith in granting Grantee the right to locate such utilities on Grantor's Property without requiring the payment of additional fees. If necessary, Grantor shall, upon Grantee's request, execute and record a separate written easement with Grantee or with the utility company providing the utility service to reflect such right. Grantor agrees to cooperate with Grantee in obtaining, at Grantee's expense, all licenses and permits required for Grantee's and Grantee's Customers' use of the Easements and Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Grantee, in the name of Grantor or Grantee, as necessary to comply with applicable laws, statutes or regulations.

7. Taxes. Grantor shall pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "**Taxes**") attributable to Grantor's Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Grantee shall reimburse Grantor in full for any property taxes assessed against Grantor but attributed to the Facilities within thirty (30) days of Grantor's request for such reimbursement, provided that such request is accompanied by documentation reasonably supporting such request. Within ten (10) days of receiving a request from Grantee, Grantor shall furnish to Grantee a copy of each bill for any such Taxes and evidence of Grantor's payment of such bill. If Grantor fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Grantor. Grantor shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Grantor's behalf within five (5) business days of Grantor's receipt of an invoice from Grantee.

8. Environmental Covenants and Indemnity. Grantor represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "**Hazardous Substance**") located on, under or about Grantor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. No underground storage tanks for petroleum or any other Hazardous Substance, or underground piping or conduits, are or have previously been located on Grantor's Property, and no asbestos-containing insulation or products containing PCB or other Hazardous Substances have been placed anywhere on Grantor's Property by Grantor or, to Grantor's knowledge, by any prior owner or user of Grantor's Property. Neither Grantor nor Grantee will introduce or use any such Hazardous Substance on, under or about Grantor's Property in violation of any applicable law or regulation. Grantor and Grantee shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Hazardous Substance on, under or about Grantor's Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

9. General Indemnity. In addition to the Environmental Indemnity set forth above, Grantor and Grantee each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of

Grantor's Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

10. Secured Parties. Grantee has the unrestricted right to assign, mortgage or grant a security interest in all of Grantee's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("**Secured Party**" or, collectively, "**Secured Parties**"), without the consent of Grantor. Grantor agrees to notify Grantee and Secured Parties simultaneously of any default by Grantee and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by Grantee shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Grantor shall terminate this Agreement for any reason, Grantor will notify Secured Parties promptly and Grantor shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Grantee's interest under this Agreement, such Secured Party shall have no liability for any defaults of Grantee accruing prior to the date that such Secured Party succeeds to such interest. Grantor will enter into modifications of this Agreement reasonably requested by any Secured Party. Grantor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof. Grantor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

11. Assignment. Grantee may assign or transfer this Agreement and all or any part of the Easements without the prior consent of Grantor. Upon assignment, Grantee shall be relieved of all liabilities and obligations under this Agreement, provided that the recipient of such assignment agrees to be bound by the terms of this Agreement. Grantee shall also have the right to lease or sublet the Easement Premises without the prior consent of Grantor.

12. Casualty and Condemnation. If, prior to the expiration of the Term, all or any material portion of Grantor's Property is damaged or destroyed by fire or other casualty, or taken by governmental authority, Grantee may, in its sole discretion, terminate this Agreement upon written notice to Grantor. If Grantee does not elect to exercise its option to terminate this Agreement as aforesaid, this Agreement shall remain in full force and effect. In the event of any condemnation of the Easements in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive the value of the portion of Grantor's Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled. Grantor hereby assigns to Grantee any such claims and agrees that any claims made by Grantor will not reduce the claims made by Grantee. Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to Grantee's personal property and its interest in this Agreement and the Easements throughout the term of this Agreement. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

13. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

14. Dispute Resolution.

(a) If Grantee fails to perform any of its obligations under this Agreement, Grantor agrees to notify Grantee and any Secured Parties in writing, and to give Grantee and/or any Secured Parties the right to cure any such default within a period of not less than sixty (60) days from Grantee's receipt of the written default notice. If Grantee or any Secured Parties shall fail to cure any default in accordance with this Section, Grantor agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Grantor may be compensated is limited to the actual damages of Grantor, which shall in no event exceed the amount of consideration paid by Grantee

for this Agreement. If any dispute or claim arises that could impair the use or possession of the Facilities by Grantee or its Customers, Grantee shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by Grantee.

(b) Except as set forth in Section 14(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Grantor and Grantee shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute may be submitted by either party to a court having jurisdiction over such dispute and shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law, subject to the terms of this Agreement.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee set forth in the first paragraph of this Agreement. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

16. Right of First Refusal. In the event Grantor shall receive a bona fide offer from a third party industry competitor to purchase or if Grantor intends to communicate to a third party industry competitor an offer to sell, (a) all or any portion of the Easements, (b) any adjoining or adjacent property subject to an Easement hereunder or (c) this Agreement or any rights hereunder including the right to receive rent (in each case, the "*Sale Assets*"), Grantor shall first communicate the terms of such offer to Grantee, provide a copy of the bona fide offer to Grantee and offer to sell such property to Grantee upon the same terms and conditions, including any financing terms. Grantee shall have thirty (30) days from receipt of said notice from Grantor to accept said offer in writing. If Grantee accepts Grantor's offer within thirty (30) days, Grantor shall be bound to sell the Sale Assets to Grantee, and Grantee shall be bound to purchase the Sale Assets from Grantor, in accordance with the bona fide offer. If Grantee purchases the Sale Assets pursuant to this paragraph, any easements granted from Grantor to Grantee shall become permanent easements without further consideration. If Grantee fails to exercise such right of first refusal within the stated time, Grantor may sell the Sale Assets subject to any and all terms and conditions of this Agreement; provided, however, that if the terms of sale change and if Grantor has not sold or transferred title to such property within ninety (90) days of the date of Grantor's written notice to Grantee, any such sale and transfer of title shall again be subject to Grantee's said right of first refusal. Grantee's right of first refusal shall continue in effect as to any subsequent proposed sale by the current Grantor or by any transferee.

17. Exclusivity. Grantor shall not grant any interest in any portion of the Easements to any third party nor grant any portion of Grantor's Property to a third party which intends to use Grantor's Property for telecommunications purposes, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, including the Option for Easement Agreement between Grantor and Grantee (except for the indemnity obligations relating to brokers which shall survive); (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which Grantor's Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been

contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (f) Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

19. Maintenance and Access. Grantor agrees to be solely responsible for the maintenance of Grantor's Property. Grantor agrees to provide Grantee and its Customers access to and from the Easements consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

20. Estoppel, Non-Disturbance and Attornment. Grantor agrees, from time to time, upon not less than 10 days prior written notice from Grantee, to execute and deliver to Grantee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Grantor has any knowledge of any default or breach by Grantee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to Grantee to extend the Term; (iv) the amount of the then-current Fees payable under this Agreement; or with respect to the Easements under a separate agreement, (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Grantee or its prospective mortgagee or purchaser may request. Grantor shall obtain for Grantee from the holder of any mortgage and deed of trust now or hereafter encumbering Grantor's Property a subordination and non-disturbance agreement in a form provided upon request by Grantee, providing that so long as Grantee is not in default under this Agreement, its rights as holder of the Easements hereunder shall not be terminated and its access to and possession of Grantor's Property shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

21. Recording. An original of this Agreement will be placed of record, at Grantee's cost, in the county and state where the Grantor's Property is located, after removing Schedule 1.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

GRANTOR:

ESTATE OF GEORGE H. WEEMS, JR.

By: Betty Jean Weems
 Name: Betty Jean Weems
 Title: Executor
 Date: 3-4-2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF Pulnam

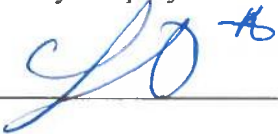
On the 4th day of March in the year 2025 before me, the undersigned, personally appeared Betty Jean Weems, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Brandi L. Abernathy
Brandi L. Abernathy Notary Public

My Commission Expires: 10/10/2026

GRANTEE:

APC TOWERS IV, LLC,
a limited liability company

By: 

Name: Daniel C. Agresta III

Title: President & CEO

Date: 3/17/2025

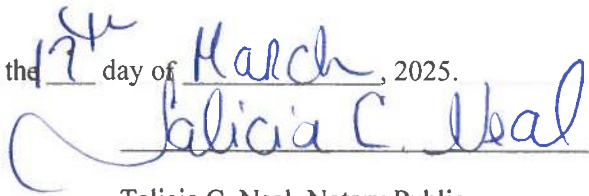
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

GRANTEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Talicia C. Neal, a Notary Public of Wake County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS IV, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS IV, LLC.

Witness my hand and official seal this the 17th day of March, 2025.


Talicia C. Neal, Notary Public

My Commission Expires: April 12, 2028.



EXHIBIT A**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

All that tract or parcel of land in the 308th GMD, Putnam County Georgia, containing 11.851 acres and being all of Parcel "B" as more fully shown and described on a plat made by American Testing Laboratories, Inc., dated January 6, 1986 of record in Plat Book 13, Page 111, records of the Clerk of Superior Court of Putnam County, Georgia.

Tax ID: 107 025

Being the Same Property Conveyed to George H. Weems, Jr., Grantee, from Beatrice H. Lancaster, Grantor, by Deed of Gift recorded 03/11/1986 as Book 60 Page 80 of the Putnam County Records.

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of Grantor's Property on which any Facilities (other than those located within any Utility Easements and Access Easements) exist on the date of this Agreement, and that portion of Grantor's Property described as follows:



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

[Handwritten signature]

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of Grantor's Property on which any Facilities exist on the date of this Agreement for access and utility providers, including the following:



Notes:

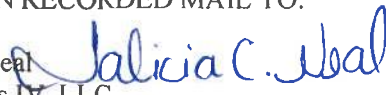
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

SCHEDULE 1**EASEMENT FEE**

A one-time payment of [REDACTED] reduced by the amount of the Option Fee and any Additional Option Fee paid by Grantee to Grantor and adjusted for the prorations and adjustments in accordance with Section 6 of the Easement Option Agreement.

MEMORANDUM OF OPTION FOR EASEMENT

PREPARED BY
AND WHEN RECORDED MAIL TO:

Talicia C. Neal 
APC Towers IV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
(919) 324-1922

(space above for Recorder's use only)

THIS MEMORANDUM OF OPTION FOR EASEMENT ("**Memorandum**"), made and entered as of the latter signature date hereto (the "**Effective Date**"), by and between ESTATE OF GEORGE H. WEEMS, JR., having a mailing address of 1105 Oconee Springs Road, Eatonton, GA 31024, Attention: Betty Jean Weems ("**Grantor**"), and APC TOWERS IV, LLC, a Delaware limited liability company, having a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1970 ("**Grantee**"), is a record of that certain Option for Easement Agreement ("**Agreement**") by and between Grantor and Grantee dated as of March 17, 2025, which Agreement contains, among other things, the following terms:

1. Description of Option. In the Agreement Grantor grants Grantee the exclusive option to obtain exclusive and non-exclusive easements pertaining to a portion of Grantor's certain real property (the "**Grantor's Property**"). Grantor's Property is described in Exhibit A attached to this Memorandum.
2. Option Term. The term of the option granted in the Agreement is eighteen (18) months from the date of the Agreement, subject to Grantee's right to extend the option term for up to one (1) additional eighteen (18)-month period.
3. Easements. If Grantee exercises said option and acquires the Easements from Grantor, the terms and conditions of the granting of the Easements will be contained in an easement agreement, which will be duly recorded.
4. Ratification of Agreement. By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and declare that the Easements are subject to all of the applicable provisions of the Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the dates written below.

GRANTOR:

ESTATE OF GEORGE H. WEEMS, JR.

By: Betty Jean Weems
Name: Betty Jean Weems
Title: Executor
Date: 3-4-2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

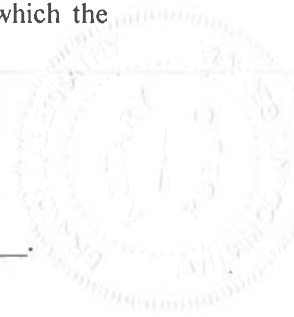
GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF Burnam

On the 4th day of March in the year 2025 before me, the undersigned, personally appeared Betty Jean Weems, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Brandi L. Abernathy
Brandi L. Abernathy Notary Public
My Commission Expires: 10/6/2026



GRANTEE:

APC TOWERS IV, LLC,
a limited liability company

By: _____

Name: Daniel C. Agresta III

Title: President & CEO

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

GRANTEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Talicia C. Neal, a Notary Public of Wake County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS IV, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS IV, LLC.

Witness my hand and official seal this the 17th day of March, 2025.



Talicia C Neal

Talicia C. Neal, Notary Public

My Commission Expires: April 12, 2028.

**EXHIBIT A
TO MEMORANDUM OF OPTION FOR EASEMENT**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

All that tract or parcel of land in the 308th GMD, Putnam County Georgia, containing 11.851 acres and being all of Parcel "B" as more fully shown and described on a plat made by American Testing Laboratories, Inc., dated January 6, 1986 of record in Plat Book 13, Page 111, records of the Clerk of Superior Court of Putnam County, Georgia.

Tax ID: 107 025

Being the Same Property Conveyed to George H. Weems, Jr., Grantee, from Beatrice H. Lancaster, Grantor, by Deed of Gift recorded 03/11/1986 as Book 60 Page 80 of the Putnam County Records.

EXHIBIT B
TO MEMORANDUM OF OPTION FOR EASEMENT
DESCRIPTION OF EASEMENT

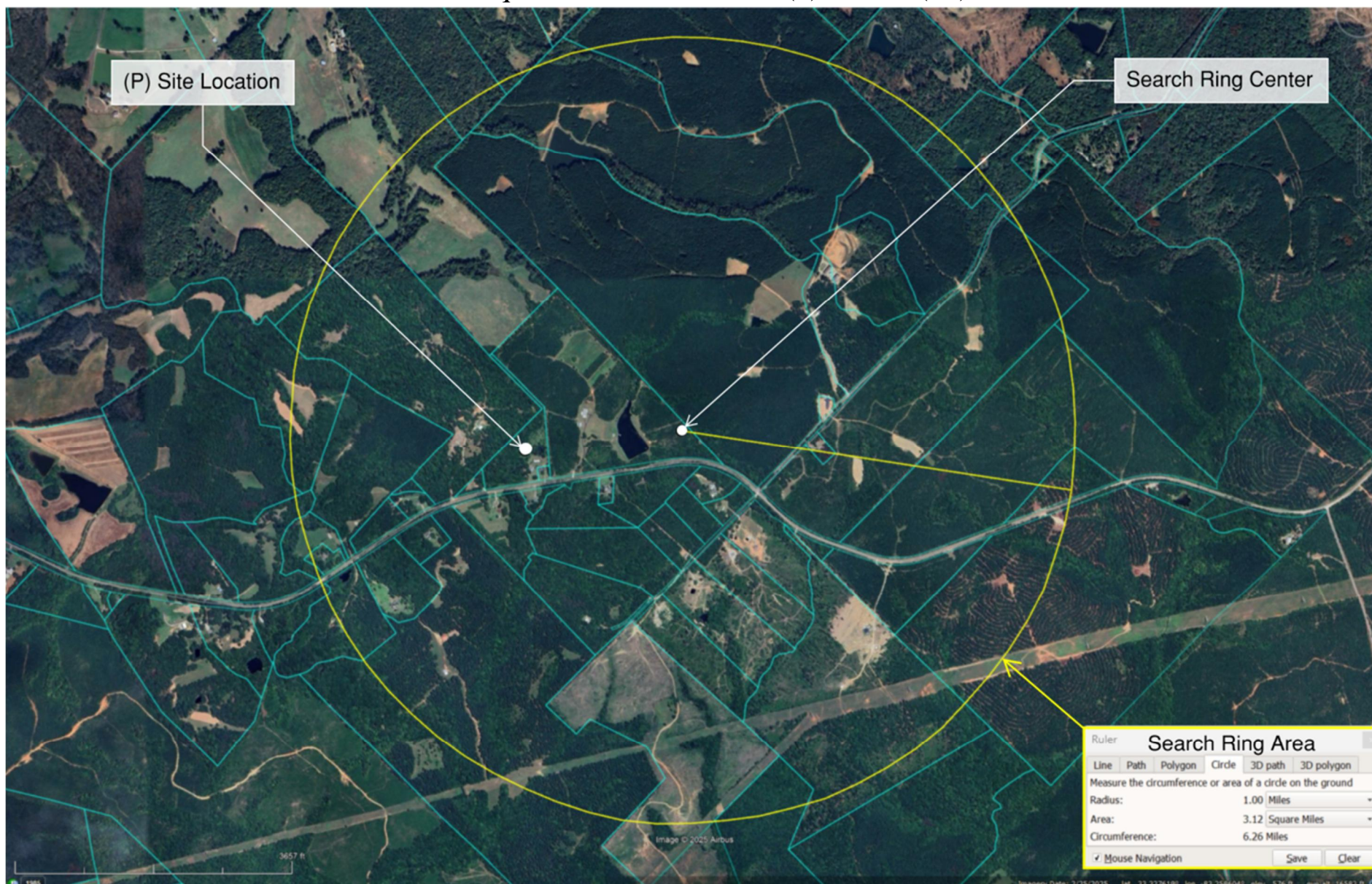


Notes:

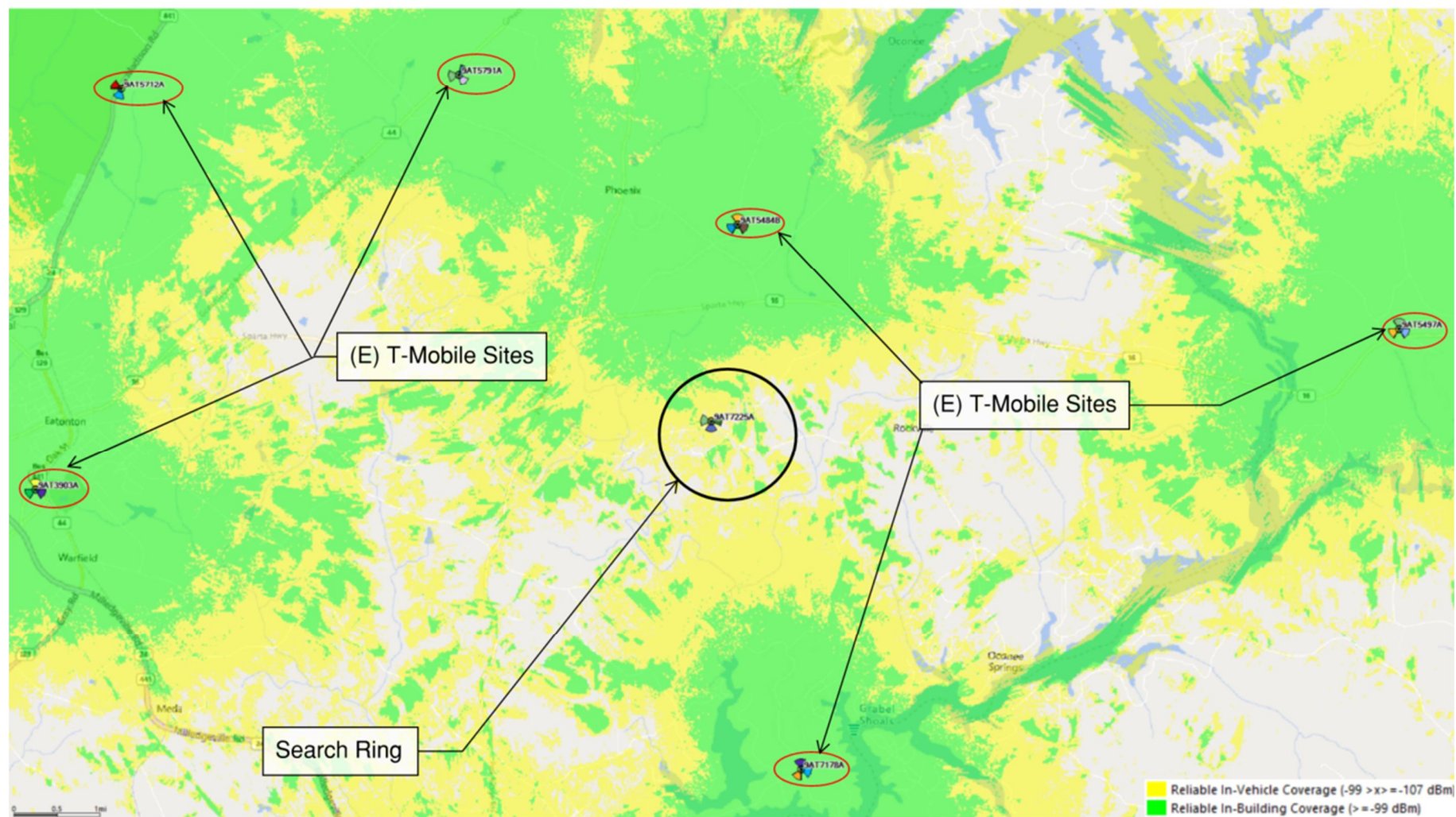
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

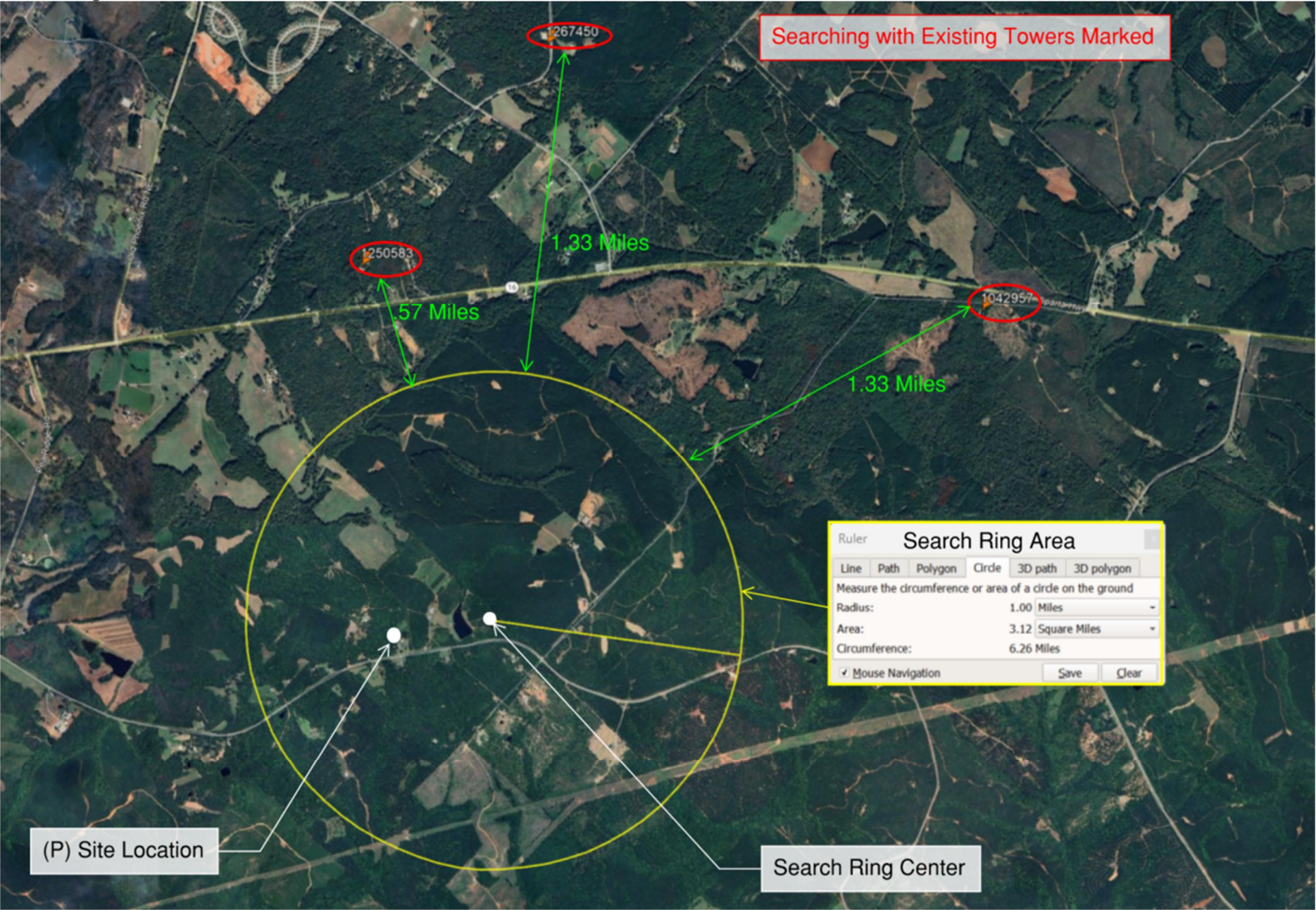
EXHIBIT A

As Required in Sections 58-5(4) & 58-6(13)



4G Voice Service without the Proposed Site
MID BAND (700 MHZ) LTE COVERAGE MAP (RSRP)





4G Voice Service with the Proposed Site @ 250' AGL
MID BAND (700 MHZ) LTE COVERAGE MAP (RSRP)

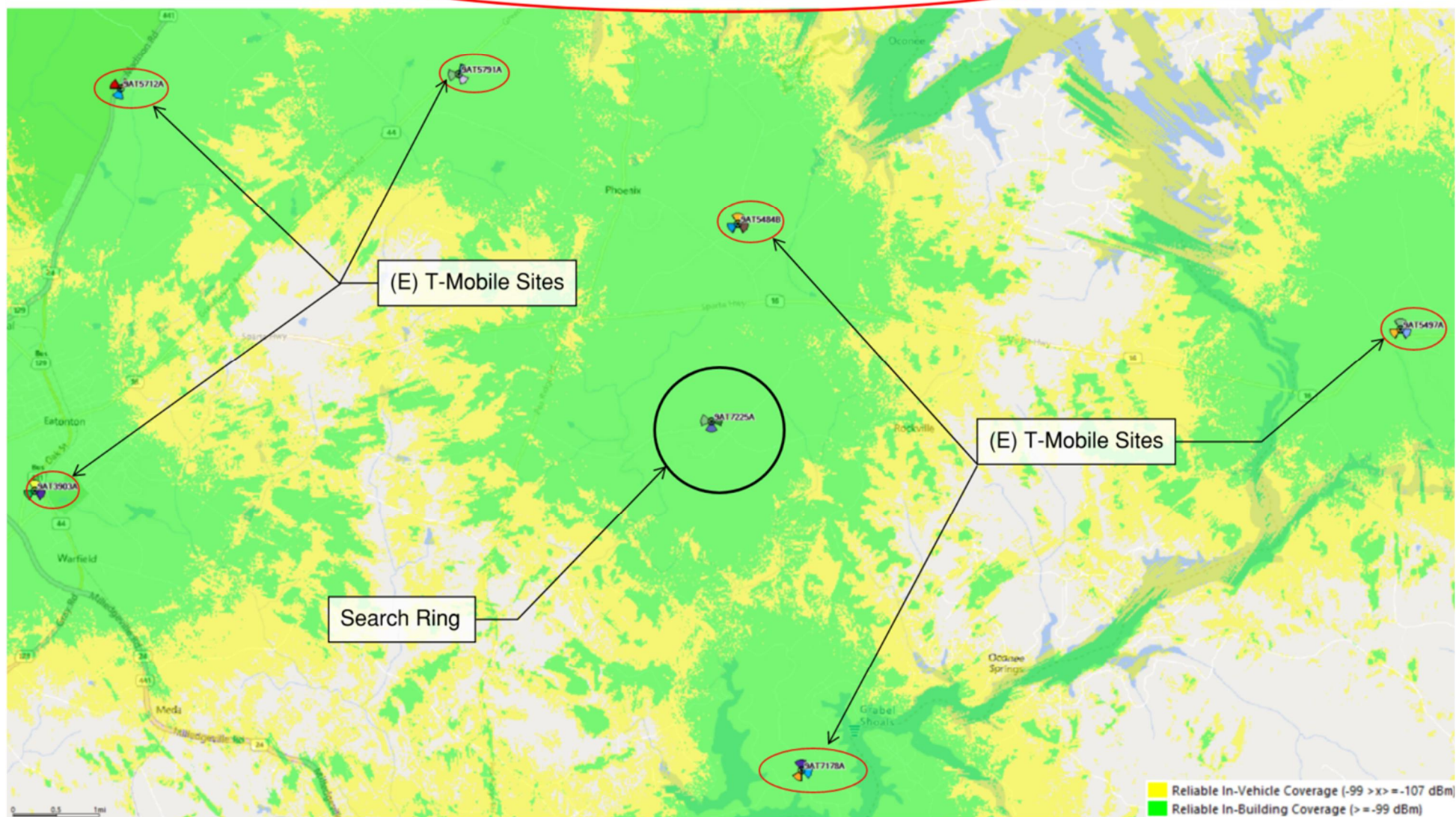


EXHIBIT B

As Required in Sections 58-4(d)



March 24, 2025

Lorna Kennedy
Director of Development
APC Towers

RE: Proposed 255' Sabre Self-Supporting Tower for GA-1970, GA

Dear Ms. Kennedy,

Upon receipt of order, we propose to design and supply a tower for the above referenced project for a Basic Wind Speed of 109 mph with no ice and 30 mph with 1.5" radial ice, Risk Category II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

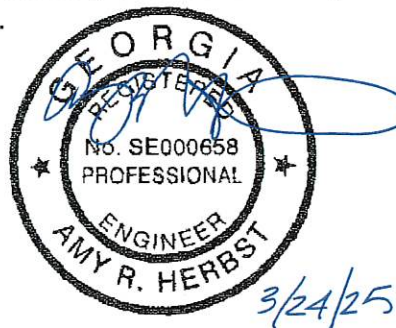
Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location.

Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries. In the unlikely event of total separation, this would result in a fall radius within 50 feet at ground level.

Sincerely,

Amy R. Herbst, S.E.
Senior Design Engineer





July 28, 2025

Terrel D. Higdon
1171 E. Main Street
White Plains, GA 30678

RE: *Notification of Proposed Balloon Test*
Parcel ID 105 025 / 1103 Oconee Springs Rd., Georgia, Putnam County

Dear Property Owner:

Pursuant to Putnam County Georgia Telecommunication Ordinance Chapter 58 Section 58-7. Subsection (a)(7) (hereinafter "the Regulation"), this letter serves to notify you of a proposed 3-day Balloon Test at the site of a proposed wireless telecommunication facility on the referenced parcel. The Regulation requires that notices be sent to all property owners of record with a property zoned for residential use, and within 1,200 feet of the proposed location. The purpose of this balloon test is to inform the public of the proposed wireless telecommunications facility. APC Towers, Inc. is proposing to build a 255ft. self-support lattice tower at the coordinates below located on the referenced Parcel 105 025, 1103 Oconee Springs Rd.

NAD 83

Latitude: 33° 19' 37.75" N

Longitude: -83° 15' 57.77" W

Balloon Test schedule:

Thursday, August 14, 2025, from sunrise to 5:00pm

Friday, August 15, 2025, from sunrise to 5:00pm

Saturday, August 16, 2025, from sunrise to 5:00pm

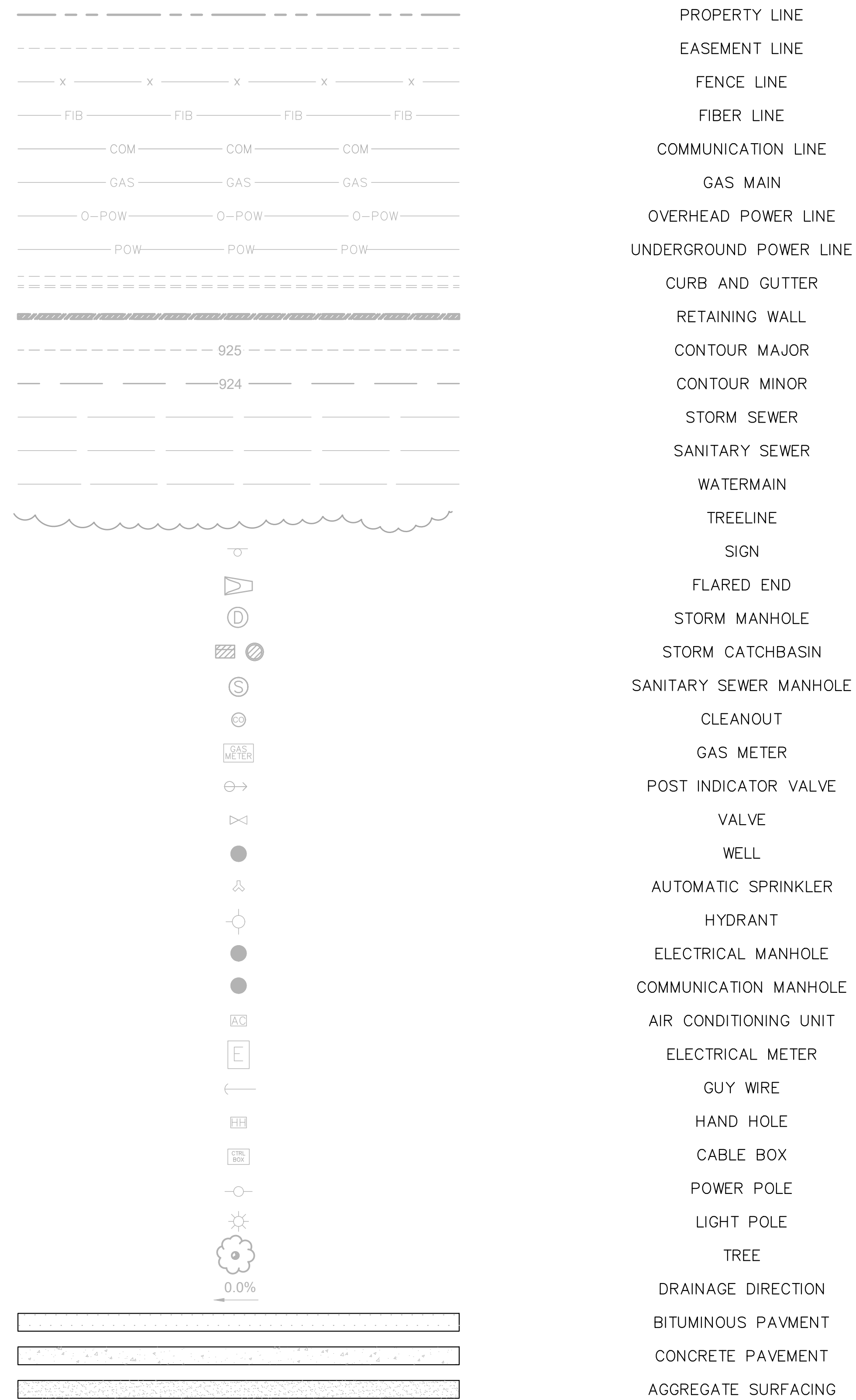
A public hearing will be held on September 4, 2025, at 6:30pm in front of the Putnam County P.C. at Putnam County Admin. Building, Room 20, 117 Putnam Drive, Eatonton, GA 31024.

Sincerely,

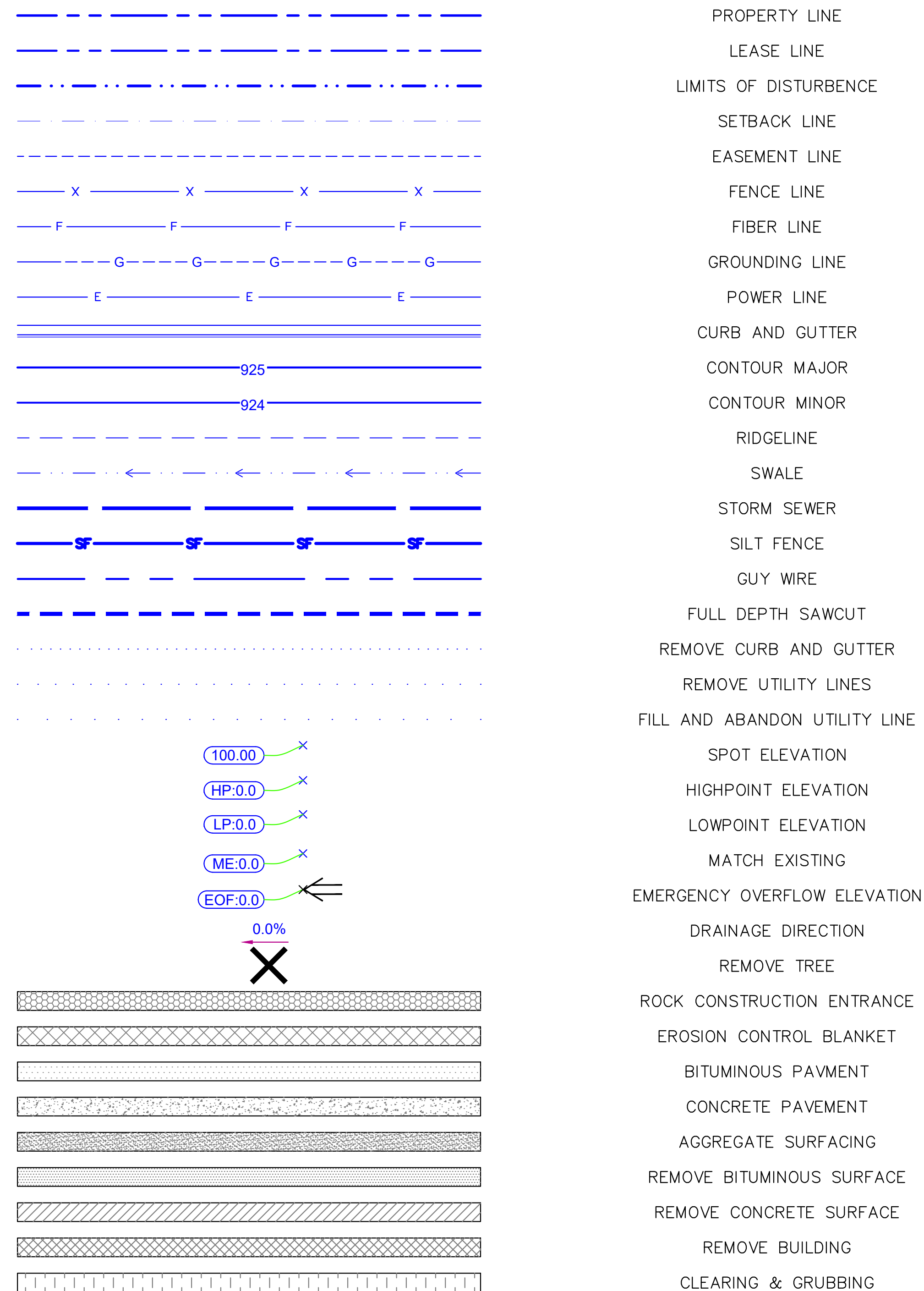
Mike Daubenmire

(Office) 216-462-8631 / (Mobile) 330-462-8631 / Email: Mike.Daubenmire@kimley-horn.com

EXISTING LEGEND



PROPOSED LEGEND



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615



COA: PEF00379
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 216-505-7775
WWW.KIMLEY-HORN.COM

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

PROJECT No.	KHCLE-74667
SITE NAME:	EATONTON
SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 O'CONNOR SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:

LEGEND

DRAWING NO. T-2	REVISION: 1
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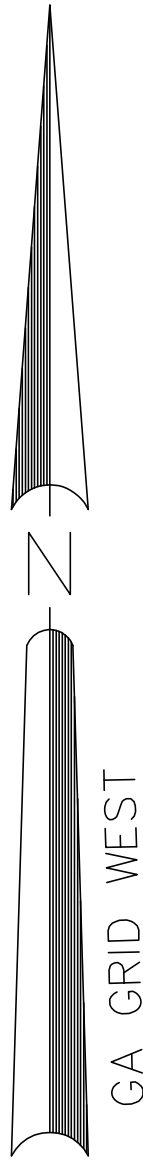


LOCATION MAP

N.T.S.

NAD 83
Latitude: 33°19'37.50" N.
Longitude: 83°15'57.20" W.

Elevation at Ground: 509.2' Feet NAVD 88



TM 107 003
MICHAEL LEFTWICH
PB 16, PG 130

TM 107 027
TODD & MICHELLE HAMLIN
PB 25, PG 26

TM 107 025
GEORGE & BETTY WEEMS
PB 13, PG 111

TM 107 026
GEORGE & BETTY WEEMS
PB 2, PG 268

TM 107 024
MICHAEL LEFTWICH
PB 12, PG 156

N 80°37'22" E 568.08'
EXCEPTIONS 13 & 14

N 76°28'16" E 402.18'

N 71°38'18" E 152.24'
OTPF

OCONEE SPRINGS ROAD
100' PUBLIC R/W

NOTE: THIS PROPERTY MAY ALSO BE
SUBJECT TO EASEMENTS, SETBACKS, OR
REGULATIONS NOT SHOWN ON THIS PLAT
BUT WHICH MAY BE ON RECORD IN THE
CLERK OF COURT'S OFFICE

FLOOD NOTE: A PORTION OF THIS
PROPERTY IS LOCATED IN A 100-YR.
FLOOD PLAIN ACCORDING TO FEMA MAP
NO. 13237C0175D, DATED 1/26/2023.

THE FIELD DATA UPON WHICH THIS PLAT
IS BASED HAS A CLOSURE PRECISION OF
ONE FOOT IN 10,000 FEET, AND AN
ANGULAR ERROR OF 00-00-03 PER ANGLE
POINT AND WAS ADJUSTED USING THE
COMPASS RULE.

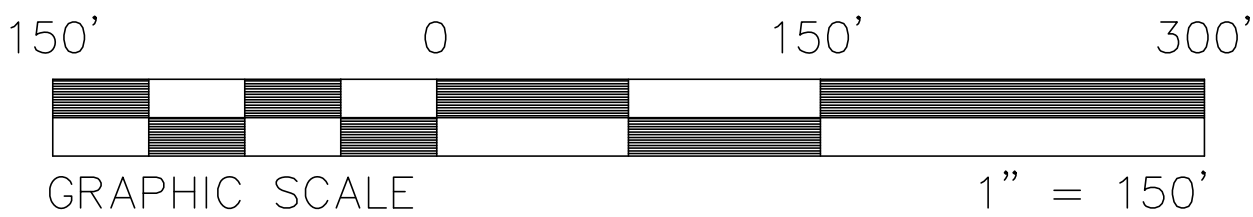
THIS PLAT HAS BEEN CALCULATED
FOR CLOSURE AND IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN
25,000+ FEET.

LEGEND

- (---) :RECORD DESCRIPTION DATA.
C/L :CENTERLINE OF ROAD.
R/W :RIGHT OF WAY.
P.O.B. :POINT OF BEGINNING.
P.O.C. :POINT OF COMMENCEMENT.
X—:FENCE AS NOTED.
OH—:OVER HEAD UTILITY LINES.
○ :WOOD UTILITY POLE.
□ :ELECTRIC TRANSFORMER.
A&U :ACCESS & UTILITY

Utility Note: Buried Utilities, if depicted hereon, were
detected and marked by others using indirect
methods. No subsurface excavation was performed to
verify the type and location of the buried utilities. It
is possible that other utilities servicing, as well as not
servicing the subject site, exist, but went undetected
as a result of the scope of work at time of survey.
Contact your local 811 utility service before any
digging/excavation.

RBS = #4 REBAR SET
RBF = #4 REBAR FOUND
IPF = IRON PIPE FOUND
OTPF = OPEN TOP PIPE FOUND



	AREA TABLE	SQUARE FEET	ACRE
Ⓐ	PARENT PARCEL	546001	12.53
Ⓑ	LESSEE LEASE	10,000	0.23
Ⓒ	20' A&U EASEMENT	9686	0.22

RAW LAND SURVEY
308 GENERAL MILITIA DISTRICT

KIMLEY-HORN

SITE: TBD
SITE NUMBER GA-1970
ADDRESS: 1103 OCONEE SPRINGS RD
EATONTON, GA 31024
PUTNAM COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

William R. Gore

PROFESSIONAL LAND SURVEYORS, INC.
1804 CENTRAL AVE AUGUSTA, GEORGIA 30904
TEL: (706) 738-8771 FAX: (706) 736-6249

DRAWN BY: WRG|CHECKED BY: WRG|JOB #:

SURVEYOR'S NOTES

1. BASIS OF BEARING GRID NORTH
2. BURIED UTILITIES, IF DEPICTED HEREON, WERE
DETECTED AND MARKED BY OTHERS USING INDIRECT
METHODS. NO SUBSURFACE EXCAVATION WAS
PERFORMED TO VERIFY THE TYPE AND LOCATION OF
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SUBJECT SITE, EXIST, BUT WENT UNDETECTED AS A
RESULT OF THE SCOPE OF WORK AT TIME OF SURVEY.
CONTACT YOUR LOCAL 811 UTILITY SERVICE BEFORE
ANY DIGGING/EXCAVATION.
3. THIS SURVEY DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND
IMPROVEMENTS ARE CONTAINED WITHIN THE
DESCRIBED AREA.
5. SYMBOLS DEPICTED NOT TO SCALE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO KIMLEY-HORN
& OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY.
WILLIAM R. GORE PROFESSIONAL LAND
SURVEYING

William R. Gore

WILLIAM R. GORE
LAND SURVEYOR - GA. 2502

Date: 02/13/2025



RAW LAND SURVEY
308 GENERAL MILITIA DISTRICT

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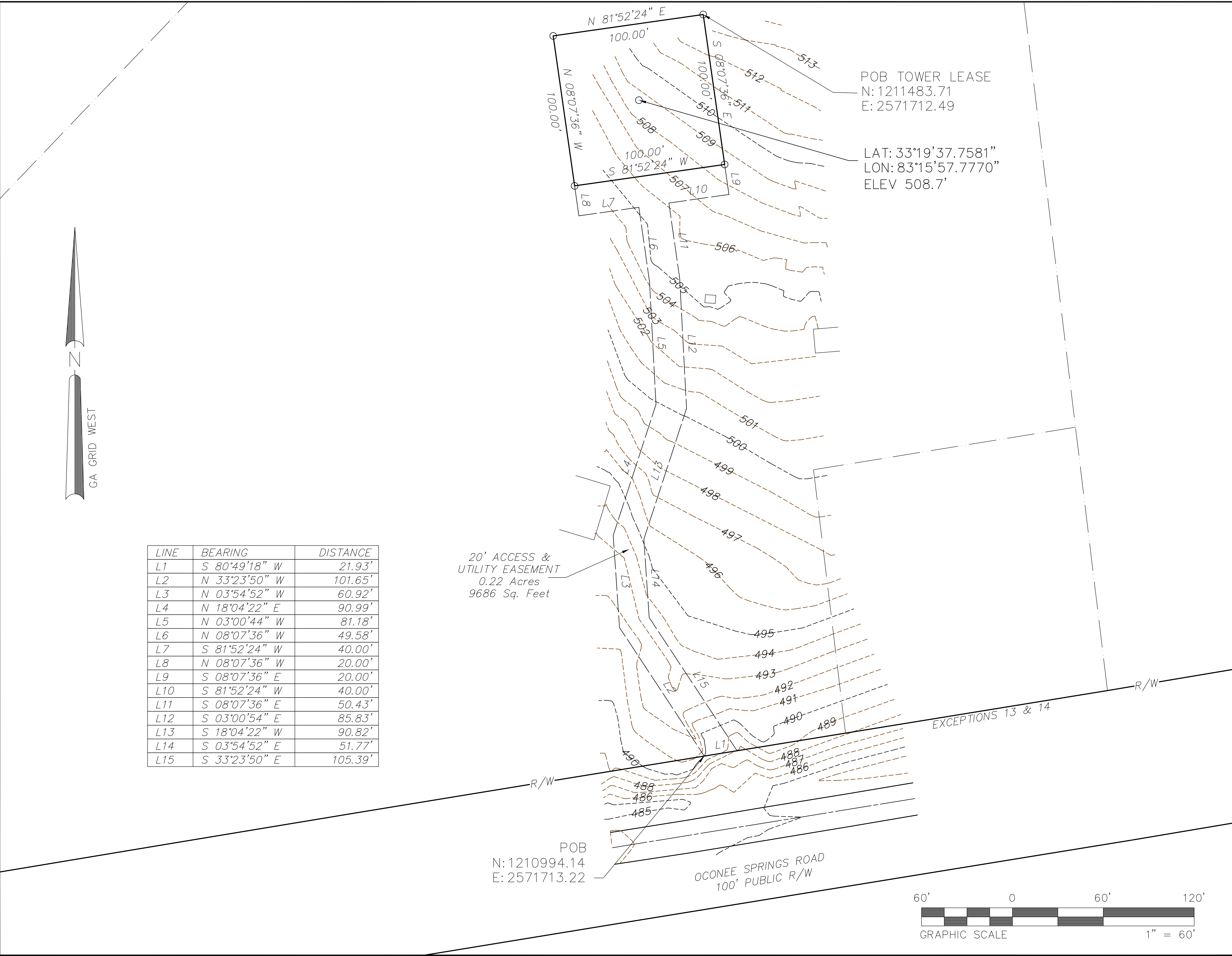
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WILLIAM R. GORE PROFESSIONAL LAND SURVEYING

William R. Gore

WILLIAM R. GORE
LAND SURVEYOR - GA. 2502

Date: 02/13/2025



LEGAL DESCRIPTION
TOWER LEASE

ALL THAT TRACT OR PARCEL OF LAND LYING, SITUATE, AND BEING IN 308TH GMD, COUNTY OF PUTNAM STATE OF GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A #4 REBAR SET, SAID REBAR HAVING GEORGIA STATE PLANE COORDINATES WEST ZONE OF NORTH 1211483.71’ AND EAST 2571712.49’, SAID REBAR BEING THE POINT OF BEGINNING.
THENCE S08°07’36”E 100.00’ TO A #4 REBAR SET;
THENCE S81°52’24”W 100.00’ TO A #4 REBAR SET;
THENCE N08°07’36”W 100.00’ TO A #4 REBAR SET;
THENCE N81°52’24”E 100.00’ TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10,000 SF (0.23 ACRES)

LEGAL DESCRIPTION
20’ ACCESS & UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING, SITUATE, AND BEING IN 308TH GMD, COUNTY OF PUTNAM STATE OF GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTHERN RIGHT-OF-WAY OF OCONEE SPRINGS ROAD, SAID POINT HAVING GEORGIA STATE PLANE COORDINATES WEST ZONE OF NORTH 1210994.14’ AND EAST 2571713.22’, SAID POINT BEING THE POINT OF BEGINNING.
THENCE LEAVING SAID RIGHT-OF-WAY N33°23’50”W 101.65’ TO A POINT;
THENCE N03°54’52”W 60.92’ TO A POINT;
THENCE N18°04’22”E 97.79’ TO A POINT;
THENCE N03°00’44”W 81.18’ TO A POINT;
THENCE N08°07’36”W 49.58’ TO A POINT;
THENCE S81°52’24”W 40.00’ TO A POINT;
THENCE N08°07’36”W 20.00’ TO A POINT;
THENCE N81°52’24”E 100.00’ TO A POINT;
THENCE S08°07’36”E 20.00’ TO A POINT;
THENCE S81°52’24”W 40.00’ TO A POINT;
THENCE S08°07’36”E 50.43’ TO A POINT;
THENCE S03°00’44”E 85.83’ TO A POINT;
THENCE S18°04’22”W 90.82’ TO A POINT;
THENCE S03°54’52”E 51.77’ TO A POINT;
THENCE S33°23’50”E 105.39’ TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OCONEE SPRINGS ROAD;
THENCE ALONG SAID RIGHT-OF-WAY S80°49’18”W 21.93’ TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9,686 SF (0.22 ACRES)

EXHIBIT "A"
All that tract or parcel of land in the 308th GMD, Putnam County Georgia, containing 11.851 acres and being all of Parcel "B" as more fully shown and described on a plat made by American Testing Laboratories, Inc., dated January 6, 1986 of record in Plat Book 13, Page 111, records of the Clerk of Superior Court of Putnam County, Georgia. Tax ID: 107 025
Being the Same Property Conveyed to George H. Weems, Jr., Grantee, from Beatrice H. Lancaster, Grantor, by Deed of Gift recorded 03/11/1986 as Book 60 Page 80 of the Putnam County Records.

SCHEDULE B II
COMMITMENT 01-25000768-01T
DATED 01-05-2025 @ 7:00 AM
EXCEPTIONS FROM COVERAGE

- 1-10 STANDARD EXCEPTIONS
11. Subject to Covenants, Restrictions, Reservations, Easements, and Rights of Way and Building setbacks, if any, as shown on the Plat recorded 04/05/1928 in Book I Page 58 of the Putnam County records.
(GENERAL IN NATURE)
12. Subject to Covenants, Restrictions, Reservations, Easements, and Rights of Way and Building setbacks, if any, as shown on the Plat recorded 11/14/1944 in Book I Page 178 of the Putnam County records.
(GENERAL IN NATURE)
13. Rural Post Roads Right of Way Deed recorded 05/24/1963 as Book 3F Page 232 of the Putnam County records.
(PLOTTED HEREON)
14. Rural Post Roads Right of Way Deed recorded 05/24/1963 as Book 3F Page 233 of the Putnam County records.
(PLOTTED HEREON)
15. Subject to Covenants, Restrictions, Reservations, Easements, and Rights of Way and Building setbacks, if any, as shown on the Plat recorded 05/22/1986 in Book 13 Page 111 of the Putnam County records.
(GENERAL IN NATURE)
16. Right-of-Way Easement unto Tr-County Electric Membership Corporation, recorded 01/31/2018 as Book 910 Page 265 of the Putnam County records.
(BLANKET IN NATURE)

RAW LAND SURVEY
308 GENERAL MILITIA DISTRICT

KIMLEY-HORN

SITE: TBD
SITE NUMBER GA-1970
ADDRESS: 1103 OCONEE SPRINGS RD
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PUTNAM COUNTY

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TEL: (706) 738-8771 FAX: (706) 736-6249

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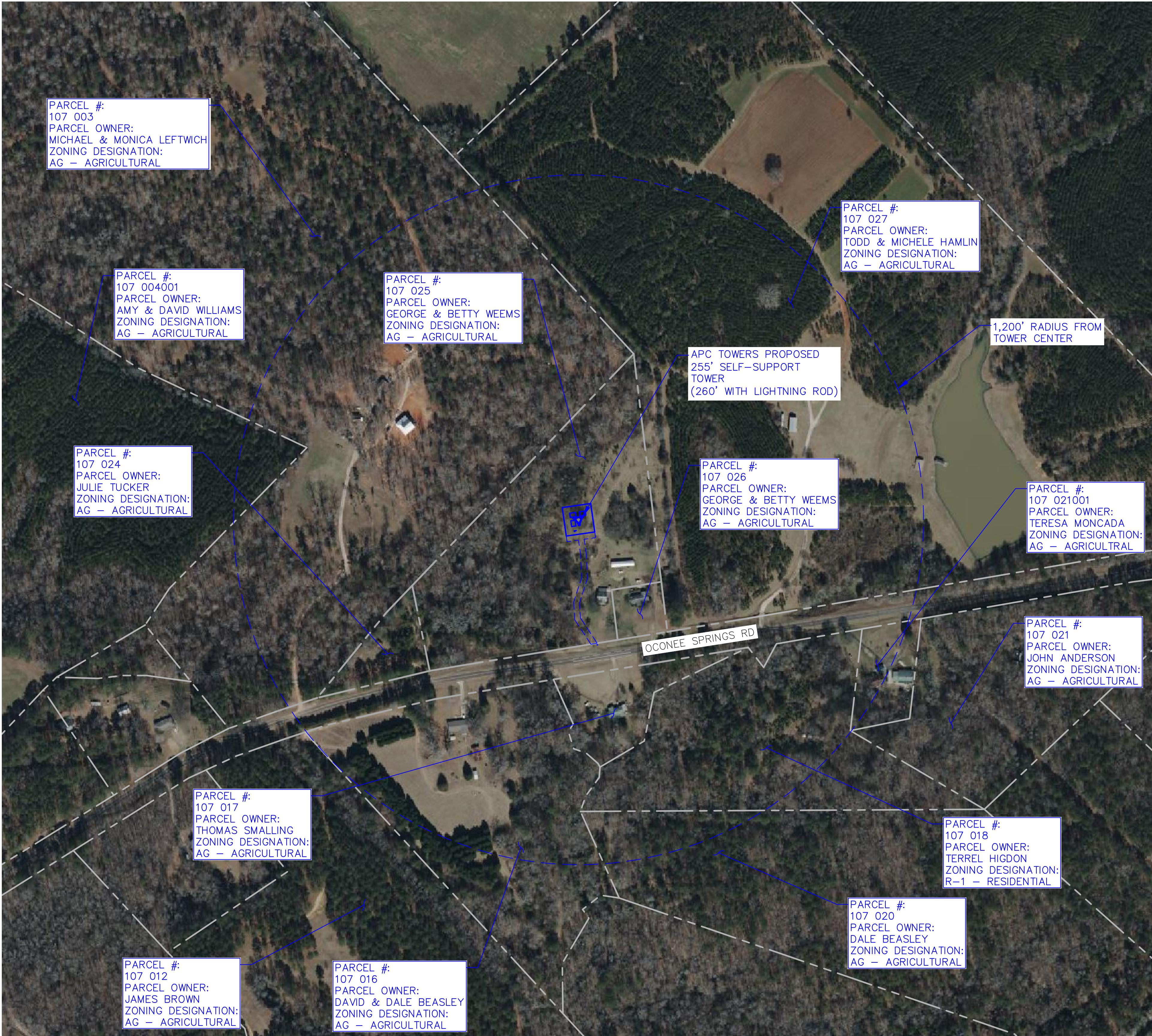
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SURVEYOR’S CERTIFICATION
I HEREBY CERTIFY TO KIMLEY-HORN & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
WILLIAM R. GORE PROFESSIONAL LAND SURVEYING

William R. Gore
WILLIAM R. GORE
LAND SURVEYOR – GA. 2502

Date: 02/13/2025





NOTES:

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3. THE CONTRACTOR SHALL FIELD-VERIFY THE LOCATION OF ALL EXISTING ABOVE GROUND AND UNDERGROUND IMPROVEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
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5. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS PROJECT.
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8. CONTRACTOR TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES
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12. AT THE TIME THIS DRAWING WAS COMPLETED, KIMLEY-HORN AND ASSOCIATES DID NOT POSSESS A COPY OF THE TOWER/FOUNDATION DESIGN DRAWINGS. THE SIZES SHOWN ARE APPROXIMATE PENDING RECEIPT OF FINAL DESIGN DRAWINGS
13. PROPERTY LINES ON PAGE C-0 ARE APPROXIMATED PER PUTNAM COUNTY PARCEL MAPS. PROPERTY LINES SHOWN HEREIN SHALL NOT BE USED TO DETERMINE PROPERTY OWNERSHIP BOUNDARIES.

FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE PARCEL AND EASEMENTS APPEARS TO LINE IN FLOOD ZONE X BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL MAP NUMBER 13237C0175D DATED JANUARY 26, 2023.

TOWER DATA

PROPOSED 255' SELF-SUPPORT TOWER

NAD 83
LATITUDE: 33° 19' 37.75"
LONGITUDE: -83° 15' 57.77"
GROUND ELEVATION: 508.7'

TOWER SETBACKS

PARENT TRACK	REQUIRED	PROVIDED
NORTH	255'	±260'
SOUTH	255'	±434'
EAST	255'	±260'
WEST	255'	±360'



CALL GEORGIA ONE CALL
(800) 282-7411
CALL 3 WORKING DAYS
BEFORE YOU DIG!



1 AERIAL SITE PLAN
SCALE: 1" = 200'-0" (FULL SIZE)
1" = 400'-0" (11x17)



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615



COA: PEF00379
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 216-505-7775
WWW.KIMLEY-HORN.COM

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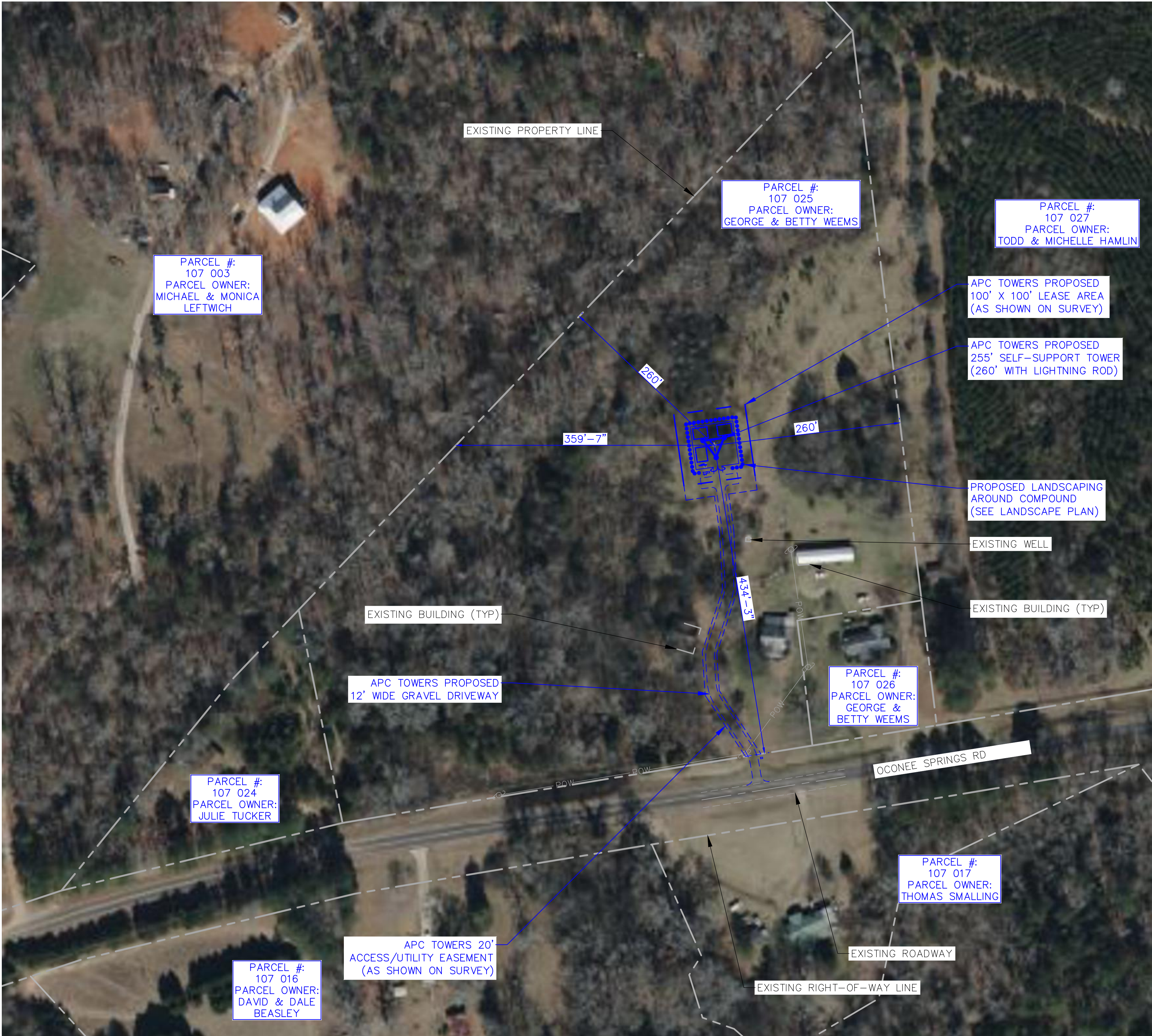
SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

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SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
AERIAL SITE PLAN

DRAWING NO.	REVISION:
C-0	1



NOTES:

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NORTH	255'	±260'
SOUTH	255'	±434'
EAST	255'	±260'
WEST	255'	±360'

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CALL GEORGIA ONE CALL
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8601 SIX FORKS ROAD, SUITE 250
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COA: PEF00379
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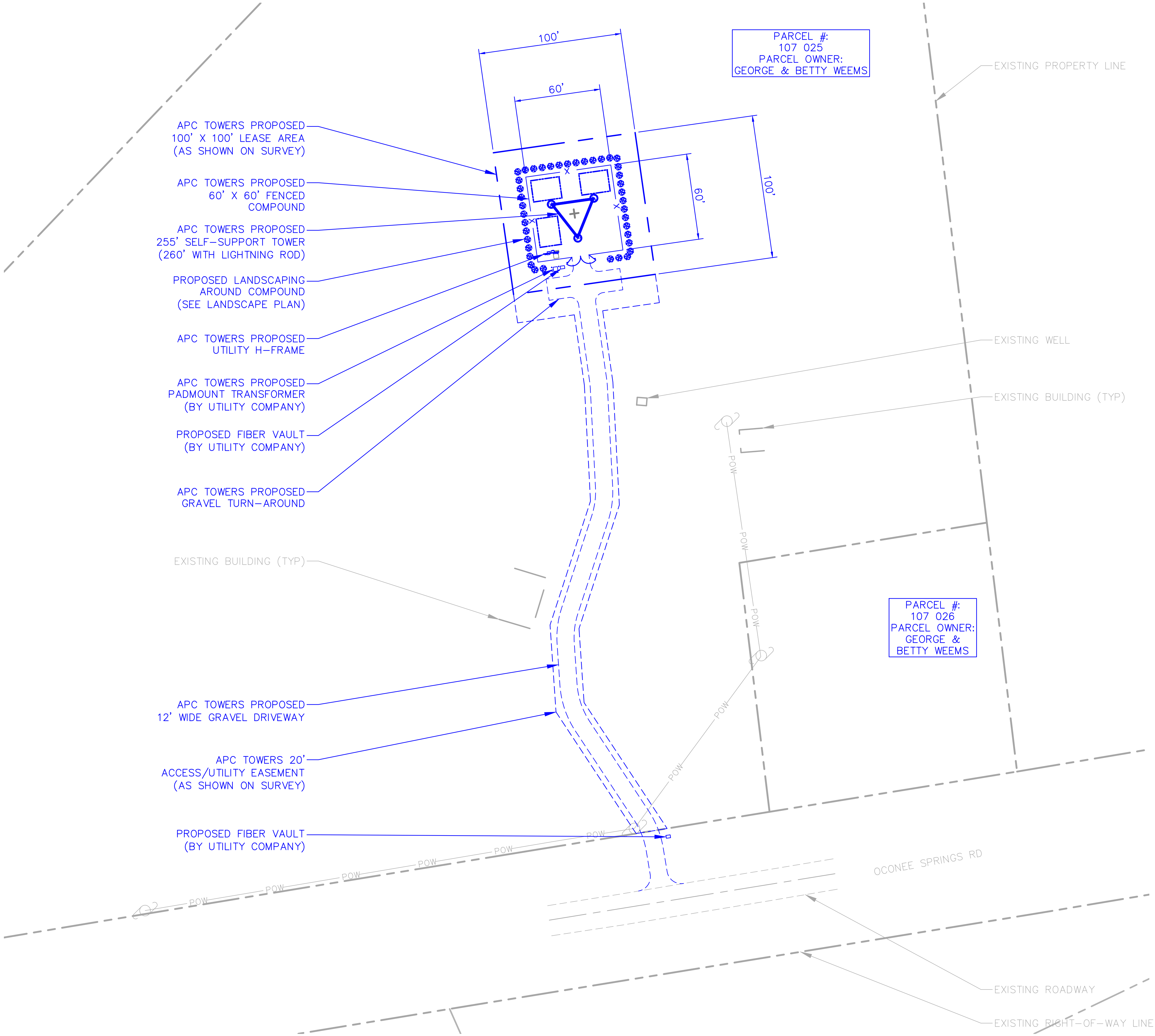
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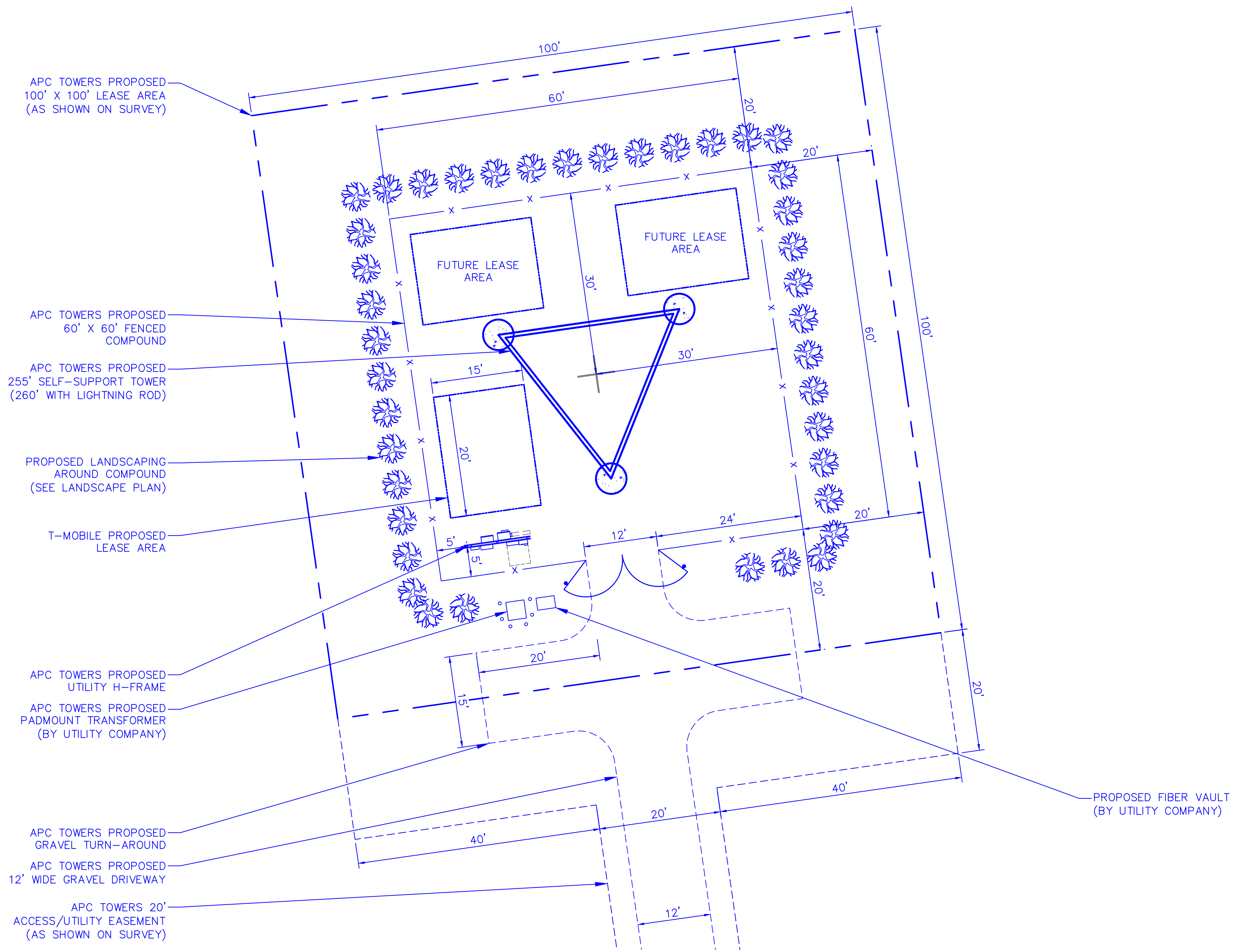
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SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
OVERALL SITE PLAN


DRAWING NO.	REVISION:
C-2	1




- APC TOWERS PROPOSED
100' X 100' LEASE AREA
(AS SHOWN ON SURVEY)
- APC TOWERS PROPOSED
60' X 60' FENCED
COMPOUND
- APC TOWERS PROPOSED
255' SELF-SUPPORT TOWER
(260' WITH LIGHTNING ROD)
- PROPOSED LANDSCAPING
AROUND COMPOUND
(SEE LANDSCAPE PLAN)
- T-MOBILE PROPOSED
LEASE AREA
- APC TOWERS PROPOSED
UTILITY H-FRAME
- APC TOWERS PROPOSED
PADMOUNT TRANSFORMER
(BY UTILITY COMPANY)
- APC TOWERS PROPOSED
GRAVEL TURN-AROUND
- APC TOWERS PROPOSED
12' WIDE GRAVEL DRIVEWAY
- APC TOWERS 20'
ACCESS/UTILITY EASEMENT
(AS SHOWN ON SURVEY)

PROPOSED FIBER VAULT
(BY UTILITY COMPANY)

1 ENLARGED SITE PLAN
SCALE: 1"=10'-0" (FULL SIZE)
1"=20'-0" (11x17)



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APC Towers
8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615

Kimley»Horn
COA: PEF00379
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 216-505-7775
WWW.KIMLEY-HORN.COM

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SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

PROJECT No.
KHCL-74667

SITE NAME:
EATONTON

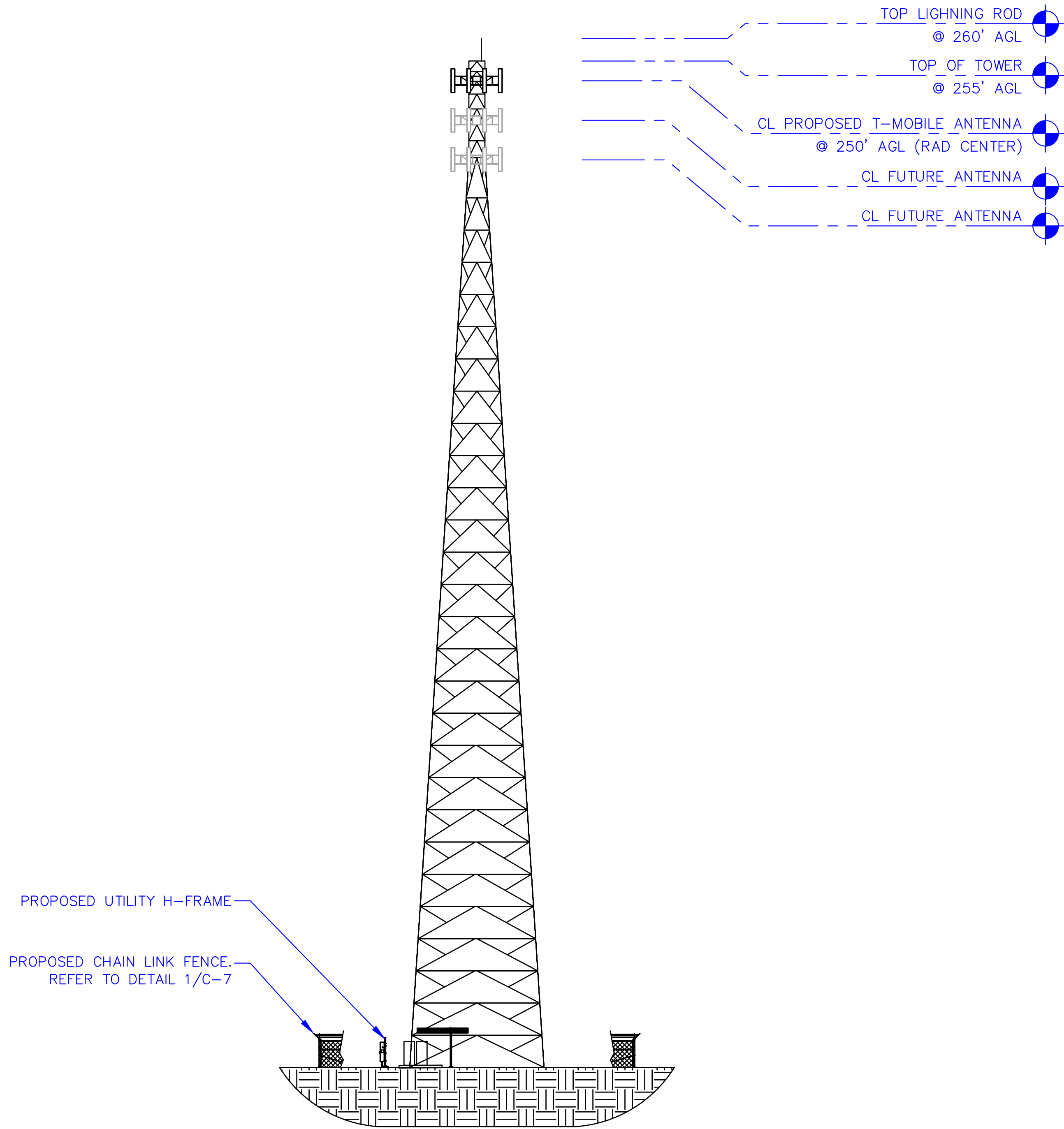
SITE NUMBER:
GA-1970

SITE ADDRESS:
1103 OCONEE SPRINGS RD
EATONTON, GA 31024

FILE NAME:
GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
**ENLARGED
COMPOUND PLAN**

DRAWING NO. C-3	REVISION: 1
---------------------------	-----------------------



1 TOWER ELEVATION
SCALE: N.T.S.

NOTES:

1. THESE DRAWINGS SHALL NOT BE RELIED UPON AS AN INDICATION THAT THE TOWER STRUCTURE, ITS COMPONENTS, AND ITS FOUNDATION HAVE ADEQUATE STRUCTURAL CAPACITY TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, MOUNTS, EQUIPMENT, AND COAXIAL CABLES. KIMLEY-HORN HAS NOT PERFORMED A STRUCTURAL ANALYSIS ON THE TOWER, FOUNDATION, ANTENNA MOUNT, AND ALL ITS COMPONENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO HAVE A STRUCTURAL ANALYSIS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT, COAXIAL CABLES, ANTENNAS, OR APPURTENANCES ON THE TOWER. THIS STRUCTURAL ANALYSIS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
2. IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AIR OR TURNED DOWN, THE SWITCH IS TO BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION VIA NCR/CTS.
3. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
4. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH TIA-EIA-222-G AND ALL LOCAL CODES.
5. CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615



COA: PEF00379
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SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

PROJECT No. KHCL-74667
SITE NAME: EATONTON
SITE NUMBER: GA-1970
SITE ADDRESS: 1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME: GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
TOWER ELEVATION

DRAWING NO. C-4	REVISION: 1
---------------------------	-----------------------

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SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

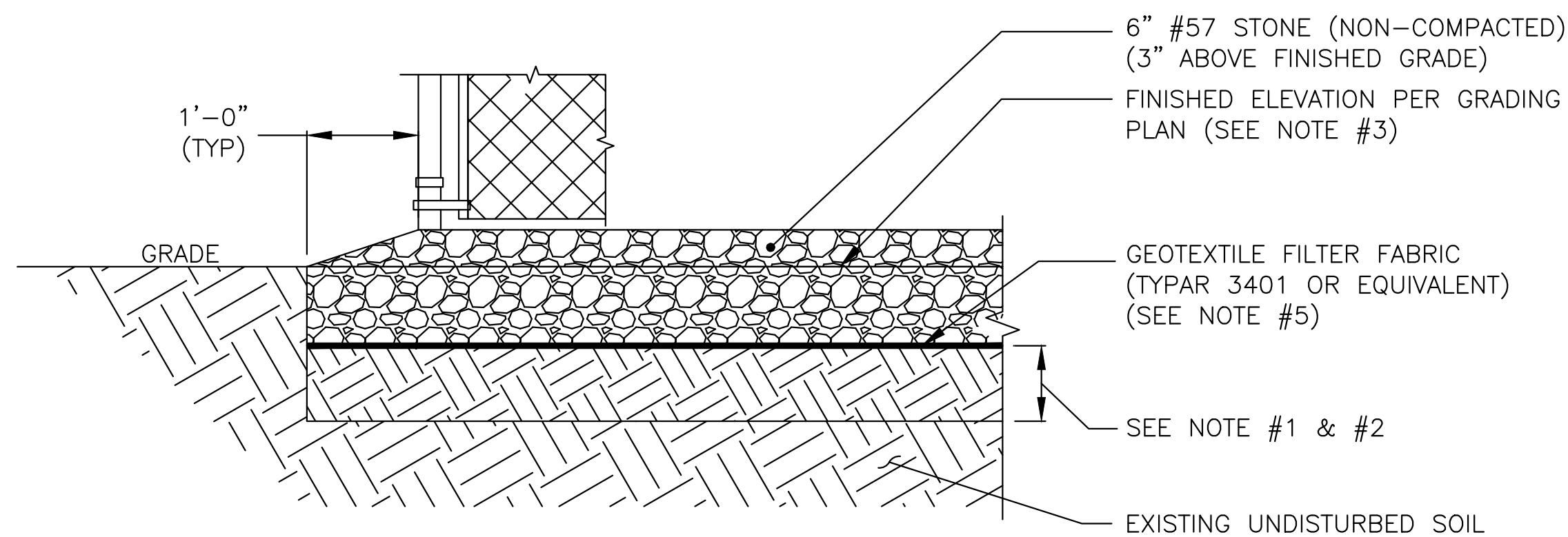
REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

PROJECT No.	KHCLE-74667
SITE NAME:	EATONTON
SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:

CONSTRUCTION DETAILS

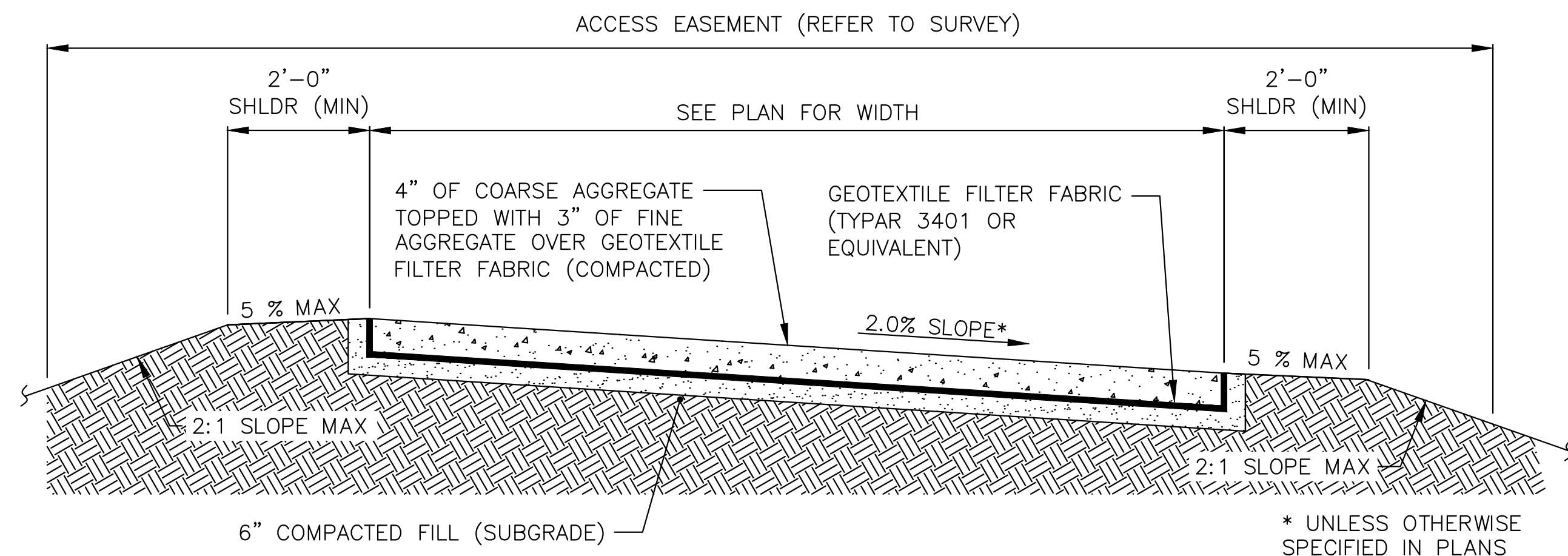
DRAWING NO.	REVISION:
C-5	1



COMPOUND SECTION NOTES:

1. EXCAVATE TOP 4" OF SOIL. CLEAR & GRUB 6" BELOW EXCAVATED 4". PROOF ROLL TO DETERMINE SUITABILITY & REPLACE AS REQUIRED W/ STRUCTURAL FILL. COMPACT TO 95% OF MAXIMUM DENSITY, AS DETERMINED PER ASTM D1557, TO A MINIMUM DEPTH OF 6".
2. DEPTH OF FILL TO BE ADJUSTED AS REQUIRED TO MEET FINAL ELEVATION SHOWN ON GRADING PLAN. STRUCTURAL FILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 12" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557.
3. INSTALL 4" OF 3/4" CRUSHER RUN. COMPACT TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557. TOP OF CRUSHER RUN CONSIDERED FINISH GRADE AND IS TO BE SLOPED PER GRADING PLAN
4. PRIOR TO LAYING THE FABRIC & STONE, THE COMPOUND SHOULD BE STERILIZED WITH ENVIRONMENTALLY SAFE WEED KILLER, AND TREATED WITH ENVIRONMENTALLY SAFE HERBICIDE.
5. LAY GEOTEXTILE FABRIC OVER COMPACTED SOIL AND LAP ALL JOINTS A MINIMUM OF 12 INCHES.
6. SITE WILL BE GRADED TO ALLOW DRAINAGE AWAY FROM TOWER AND SHELTER.
7. AFTER PROJECT COMPLETION ALL DISTURBED AREAS OUTSIDE OF COMPOUND MUST BE SEEDED WITH LOW MAINTENANCE GRASS.

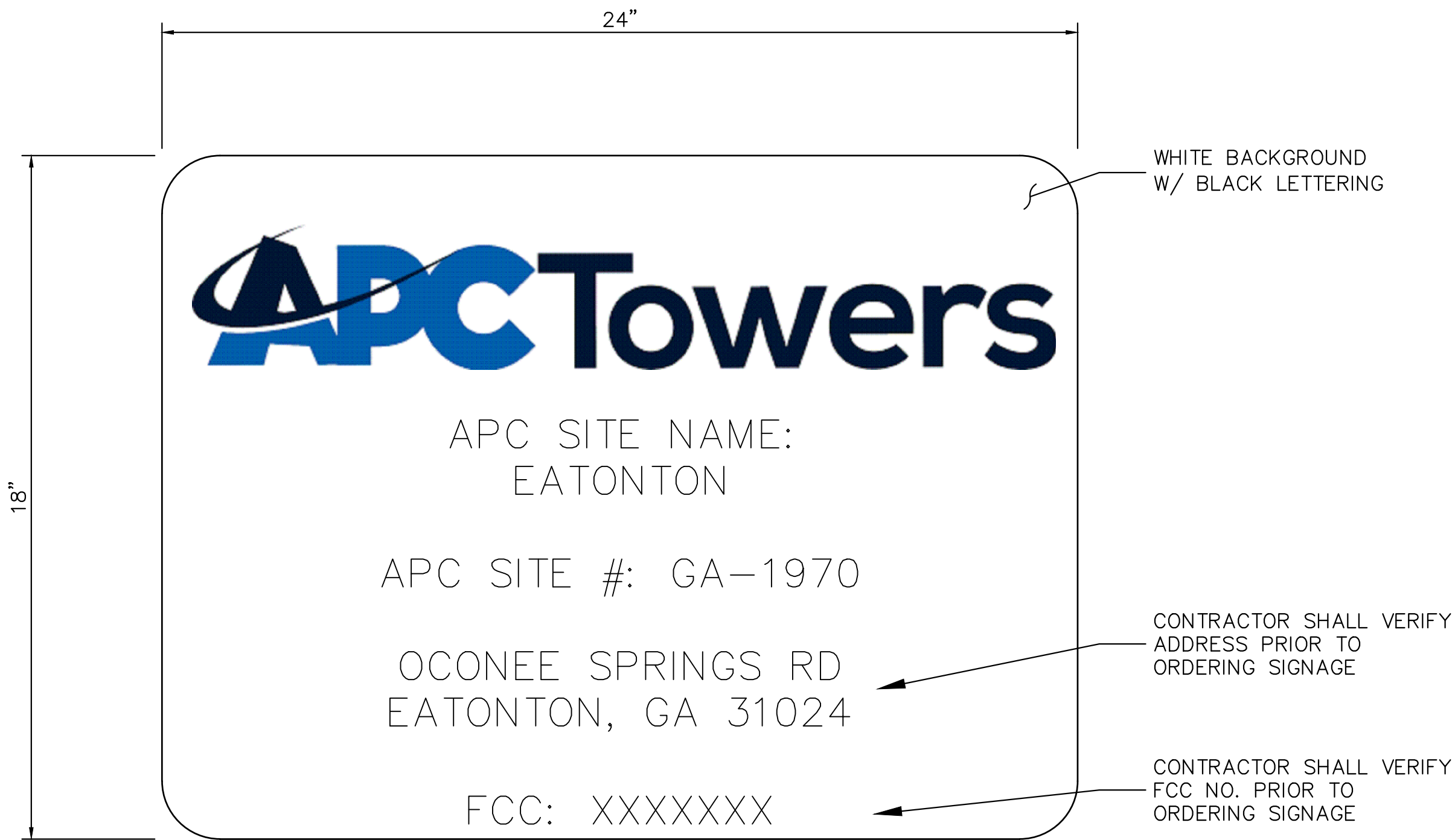
1 COMPOUND SECTION DETAIL
SCALE: N.T.S.



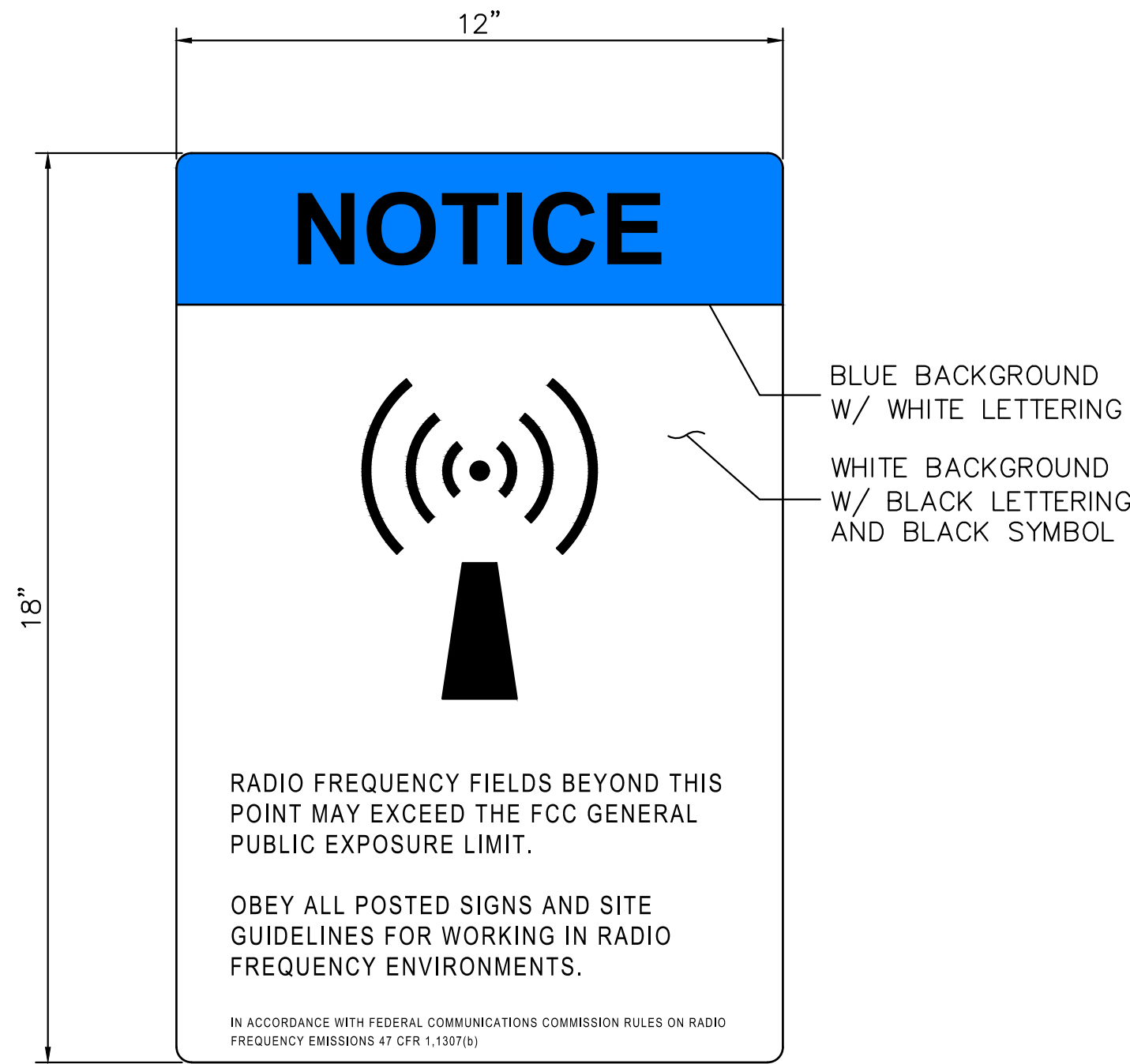
NOTES:

1. COMPACTED FILL (SUBGRADE) SHALL BE COMPACTED 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.
2. PRIOR TO LAYING THE STONE THE ACCESS ROADWAY SHOULD BE CLEARED OF ALL ORGANIC MATTER, STERILIZED WITH ENVIRONMENTALLY SAFE WEED KILLER, AND TREATED WITH ENVIRONMENTALLY SAFE HERBICIDE.
3. A MINIMUM TURNING RADIUS OF THE ACCESS ROAD SHALL BE 55 DEGREES FOR THE SHELTER DELIVERY.
4. THE MAXIMUM LONGITUDINAL SLOPE OF THE ACCESS ROAD SHALL NOT EXCEED 10%.
5. CONTRACTOR, AT MINIMUM, MUST REMOVE OR TRIM ALL TREES THAT ARE WITHIN 3' OF THE ACCESS ROAD ON BOTH SIDES.

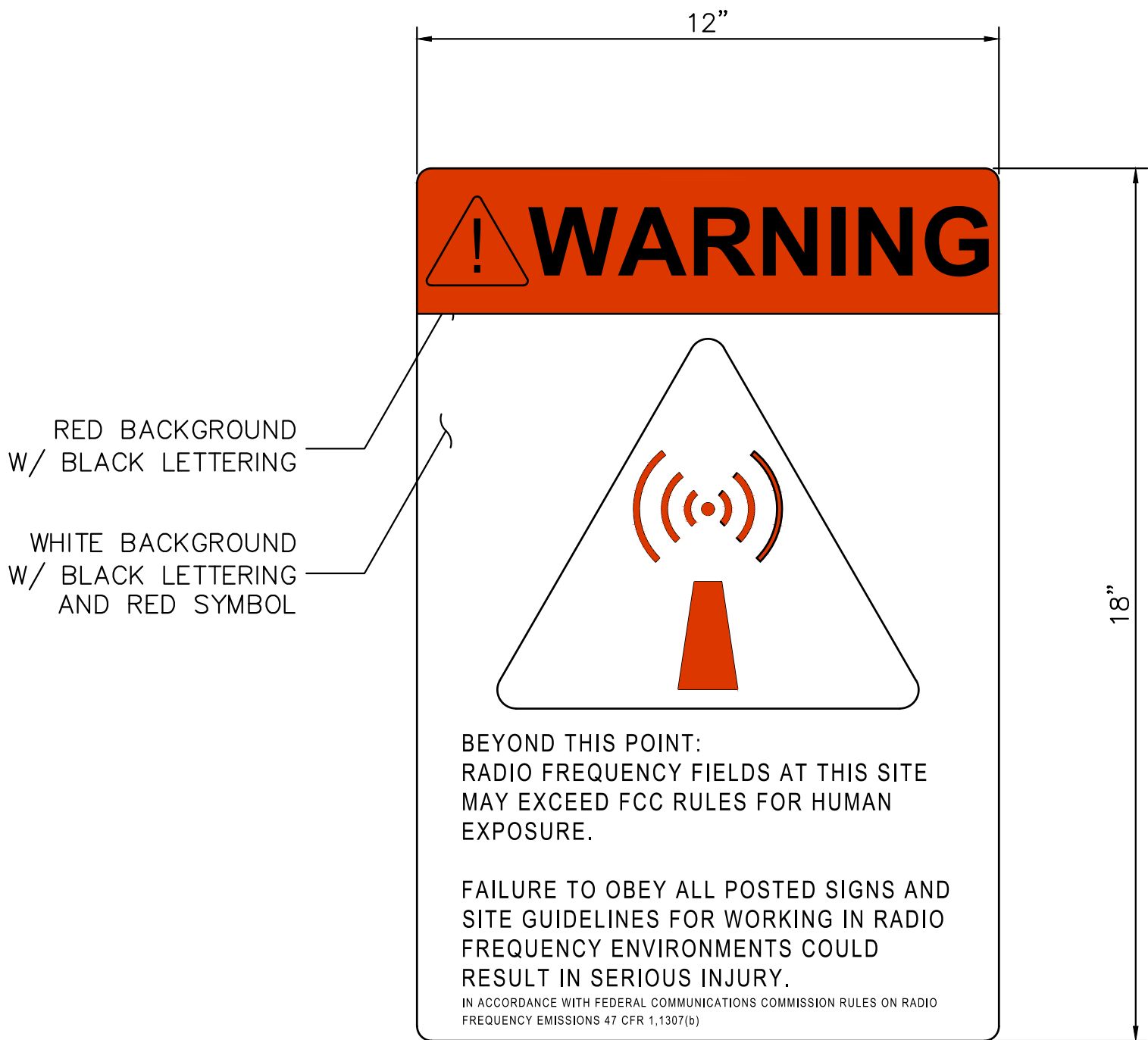
2 ROAD SECTION DETAIL
SCALE: N.T.S.



1 IDENTIFICATION SIGN
SCALE: N.T.S.



2 RFE NOTICE SIGN
SCALE: N.T.S.



3 RFE WARNING SIGN
SCALE: N.T.S.



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615



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421 FAYETTEVILLE STREET, SUITE 600
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SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY
NO.	DATE	DESCRIPTION

PROJECT No.	KHCL-74667
SITE NAME:	EATONTON
SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
SIGNAGE DETAILS

DRAWING NO.	REVISION:
C-6	1



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RALEIGH, NC 27615



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RALEIGH, NC 27601
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SCALE: AS SHOWN

DRAWN BY: TAM

PLAN ORIG. DATE: 04/07/25

REVISIONS

NO.	DATE	DESCRIPTION
1	07/28/25	REVISED PER ZONING
0	04/22/25	FINAL
A	04/07/25	PRELIMINARY

PROJECT No.
KHCL-74667

SITE NAME:
EATONTON

SITE NUMBER:
GA-1970

SITE ADDRESS:
1103 OCONEE SPRINGS RD
EATONTON, GA 31024

FILE NAME:
GA-1970_9AT7225_ZDs_REVA.dwg

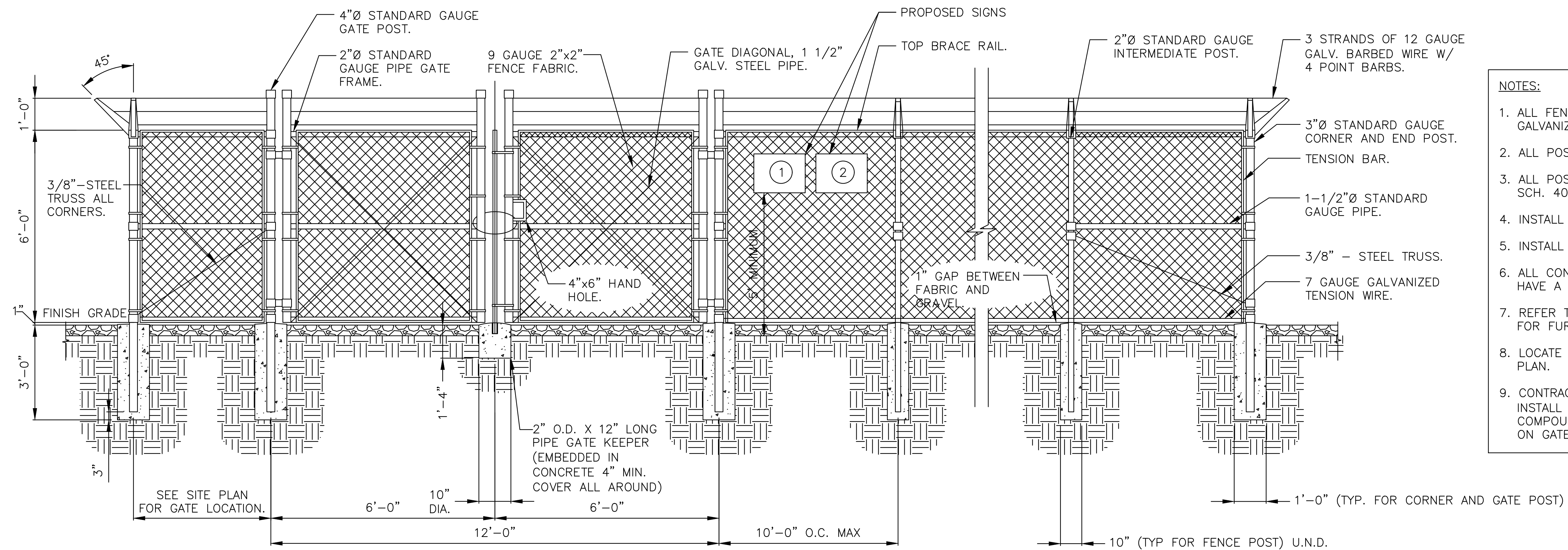
SHEET TITLE:
FENCE DETAILS

DRAWING NO.

C-7

REVISION:

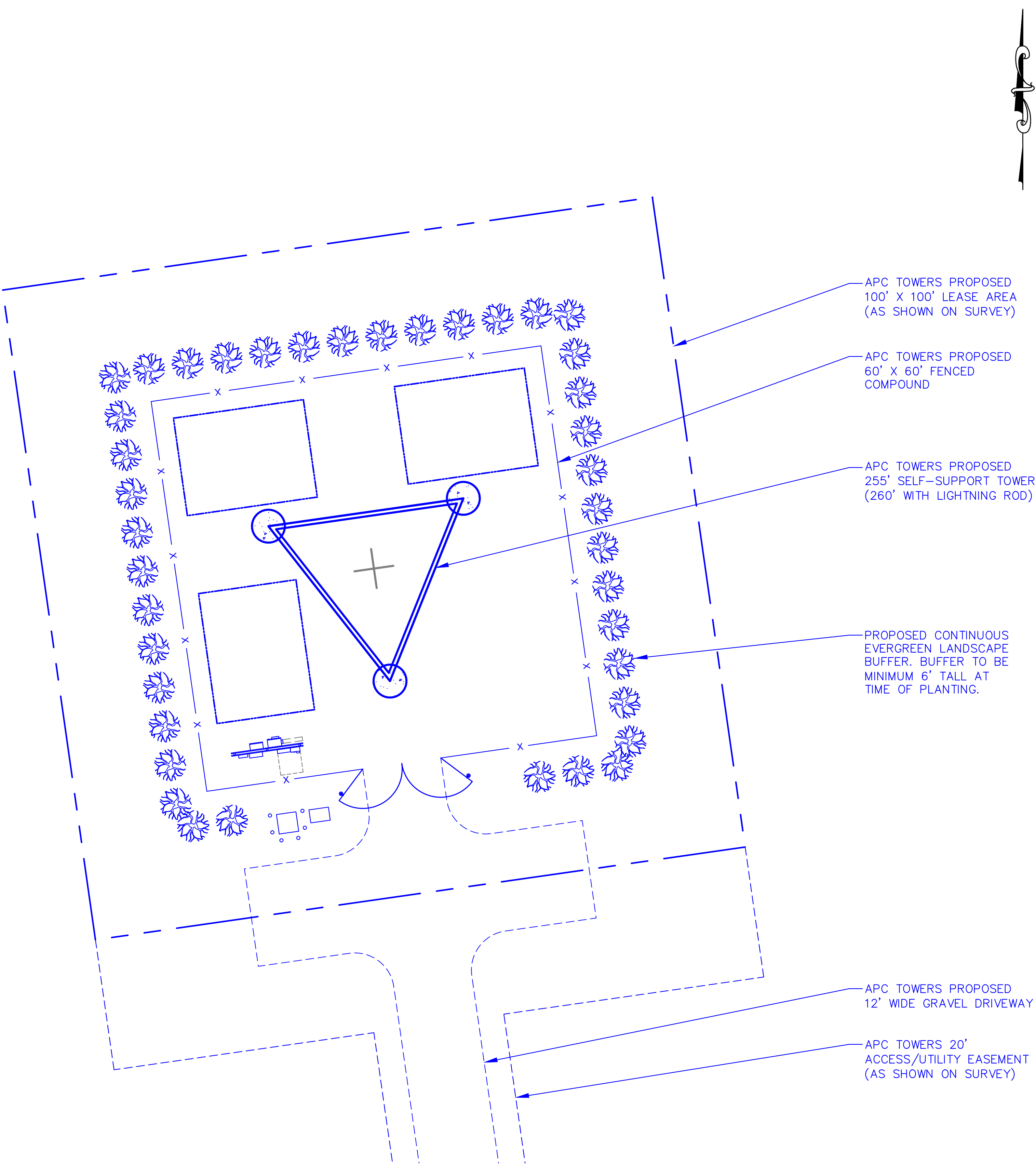
1



NOTES:

1. ALL FENCING MATERIAL MUST BE GALVANIZED.
2. ALL POSTS MUST HAVE STEEL CAPS.
3. ALL POSTS AND BRACING MUST BE SCH. 40
4. INSTALL FENCING PER ASTM F-567
5. INSTALL GATES PER ASTM F-900
6. ALL CONCRETE FOUNDATIONS TO HAVE A MINIMUM OF 4000 PSI.
7. REFER TO FENCE SPECIFICATIONS FOR FURTHER INFORMATION.
8. LOCATE FENCE AS SHOWN ON SITE PLAN.
9. CONTRACTOR TO PROVIDE AND INSTALL "STYMIE LOCK" ON COMPOUND GATE, WORK WITH CLIENT ON GATE COMBO.

1 CHAIN LINK FENCE DETAIL
SCALE: N.T.S.



- NOTES:**
1. EXISTING VEGETATION SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE.
 2. VEGETATION SHALL BE MAINTAINED IN A HEALTHY STATE AND VEGETATION THAT PERISHES OR FAILS TO THRIVE SHALL BE REPLACED.

- PUTNAM COUNTY NOTES:**
1. LANDSCAPE BUFFER SHALL CONSIST OF EVERGREEN MATERIAL THAT IS AT LEAST 6' TALL.
 2. LANDSCAPE BUFFER SHALL BE ZERISCAPE TOLERANT OR IRRIGATED.



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RALEIGH, NC 27615



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SCALE:	AS SHOWN	
DRAWN BY:	TAM	
PLAN ORIG. DATE:	04/07/25	


REVISIONS		
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NO.	DATE	DESCRIPTION

PROJECT No.	KHCLE-74667
SITE NAME:	EATONTON
SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg


SHEET TITLE:	LANDSCAPE PLAN
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DRAWING NO.	REVISION:
C-8	1

1 LANDSCAPE PLAN
SCALE: 1"=10'-0" (FULL SIZE)
1"=20'-0" (11x17)



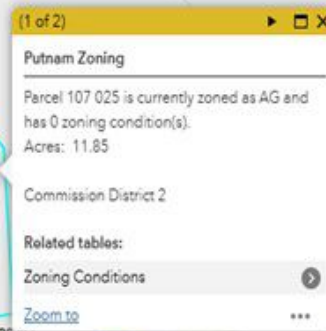
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 R-1
 R-1R
 R-2
 RM-1
 RM-3






GEOGRAPHIC FEATURE LEGEND			
Eatonton Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Roads	Industrial	Public/Institutional	Undeveloped/Vacant
Parcels			
Parcel Hooks			


 Middle Georgia Regional Commission
 175 Emory Hwy
 Suite C
 Macon, Georgia 31217
 (478) 751-8160
 Web:
www.middlegeorgiarc.org

PUTNAM COUNTY, GEORGIA
 FUTURE LAND USE MAPS



MAP SCALE: 1" = 400'

SCALE RATIO: 1:4,800

DATE: JUNE 2025

MAP 107

August 18, 2025

Lorna Kennedy
Director of Development
APC Towers UV, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

Re: GA-1970 Site
Gould Digital Imaging 3-Day 255' Balloon Test Report

My name is Michael Gould, and I am owner and operator of Gould Digital Imaging, LLC. APC Towers UV, LLC hired Gould Digital Imaging to perform various aspects of photographic imaging work in connection with the development of their telecommunications tower network in Putnam County, GA.

I have over twenty five years' experience working specifically with telecommunications companies including T-Mobile, Inc., AT&T Wireless, Verizon Wireless, Nextel, Alltel, Cricket, Sprint PCS, COMPASS Technology Services, Inc., Crown Castle International, Vertical Bridge, and American Tower Corporation in preparing photographic simulations of telecommunications towers. I have a Bachelors Degree in Art from St. Mary's College of Maryland; over thirty years of professional experience in the field of digital photographic enhancement and I have produced approximately 6,000 photographic simulations for Verizon Wireless, AT&T, T-Mobile, Inc., American Tower Corp., Diamond, and other telecommunications services companies.

APC Towers hired Gould Digital Imaging to perform a "3-Day 255 foot Balloon Test" at Their GA-1970 site on Oconee Springs Road, in Eatonton, GA. A balloon test is a visual reference of how tall a proposed structure would appear if constructed.

A ten foot red helium filled blimp shaped balloon is filled and raised above the proposed site on a measured line to the height of the proposed structure and anchored to the ground at the proposed site.

This balloon test was scheduled to be conducted on Thursday, August 14th, 2025 from Sunrise (6:55am) to 5:00pm, Friday, August 15th, 2025 from Sunrise (6:56am) to 5:00pm, and Saturday, August 16th, 2025 from Sunrise (6:57am) to 5:00pm.

At approximately 6:50am on Thursday, August 14th, 2025, the balloon was raised to a height of 255 feet to the bottom of the balloon and anchored in the corner of the leased area of the proposed tower site. I deployed a secondary tether line keep the balloon better positioned directly over the anchor. The balloon was lowered at 5:00pm.

Weather conditions during Thursday's balloon test were ideal with partly cloudy skies and actual wind speeds measuring around 2 to 4mph throughout the test. The balloon stayed directly above the anchor during the entire test.

At approximately 6:53am on Friday, August 15th, 2025, the balloon was raised to a height of 255 feet to the bottom of the balloon and anchored in the corner of the leased area of the proposed tower site. I deployed a secondary tether line keep the balloon better positioned directly over the anchor. The balloon was lowered at 5:00pm.

Weather conditions during Friday's balloon test were again ideal with partly cloudy skies and actual wind speeds measuring around 1 to 2mph throughout the test. The balloon stayed directly above the anchor during the entire test.

At approximately 6:46am on Saturday, August 16th, 2025, the balloon was raised to a height of 255 feet to the bottom of the balloon and anchored in the corner of the leased area of the proposed tower site. I deployed a secondary tether line keep the balloon better positioned directly over the anchor. The balloon was lowered at 5:00pm.

Weather conditions during Saturday's balloon test were favorable in the morning with actual wind speeds measuring around 2 to 3mph. A front moved in late in the afternoon with the wind increasing to 6mph however, the balloon remained directly above the anchor. Rain began around 5:15pm after I lowered the balloon.

This report includes a screenshot of the wind forecast during the time the balloon was in the air. Also included are photographs of the balloon test taken from several locations surrounding the site. Photos were taken Saturday afternoon during calm wind conditions.

In my professional opinion, the balloon test reflects to a reasonable certainty the anticipated projection of the height of the tower if constructed at the GA-1970 site. If you need any additional information, please do not hesitate to call me at (770) 617-2958 or e-mail at michael@goulddigitalimaging.com.

Sincerely,



Michael Gould



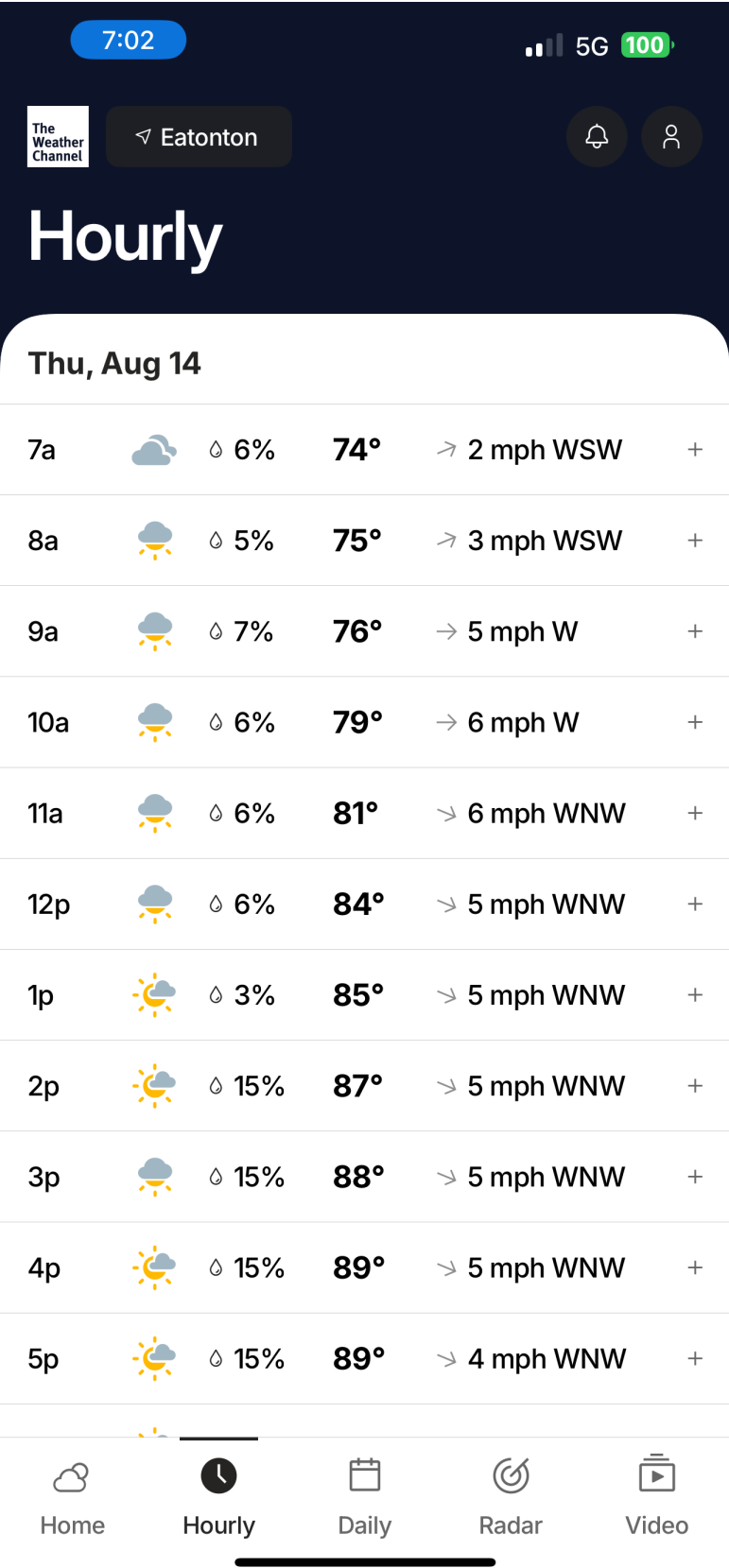
890 ATLANTA STREET, SUITE 190
ROSWELL, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com



Thursday, August 14, 2025 6:50am



Thursday, August 14, 2025 5:00pm



Wind Forecast



Friday, August 15, 2025 6:53am



Friday, August 15, 2025 5:00pm



Saturday, August 16, 2025 6:46am



Saturday, August 16, 2025 5:00pm

7:37

The Weather Channel

Eatonton

Hourly

Sat, Aug 16

Now		5%	75°	↗ 3 mph WNW	+
8a		2%	76°	↘ 1 mph NW	+
9a		2%	79°	↘ 2 mph NW	+
10a		2%	83°	↘ 2 mph NW	+
11a		3%	86°	↘ 2 mph NW	+
12p		2%	89°	↘ 3 mph NNW	+
1p		3%	90°	↘ 2 mph NNW	+
2p		15%	92°	↘ 2 mph NW	+
3p		15%	87°	↗ 5 mph WNW	+
4p		15%	88°	↘ 5 mph NNE	+
5p		24%	87°	↘ 6 mph NNE	+

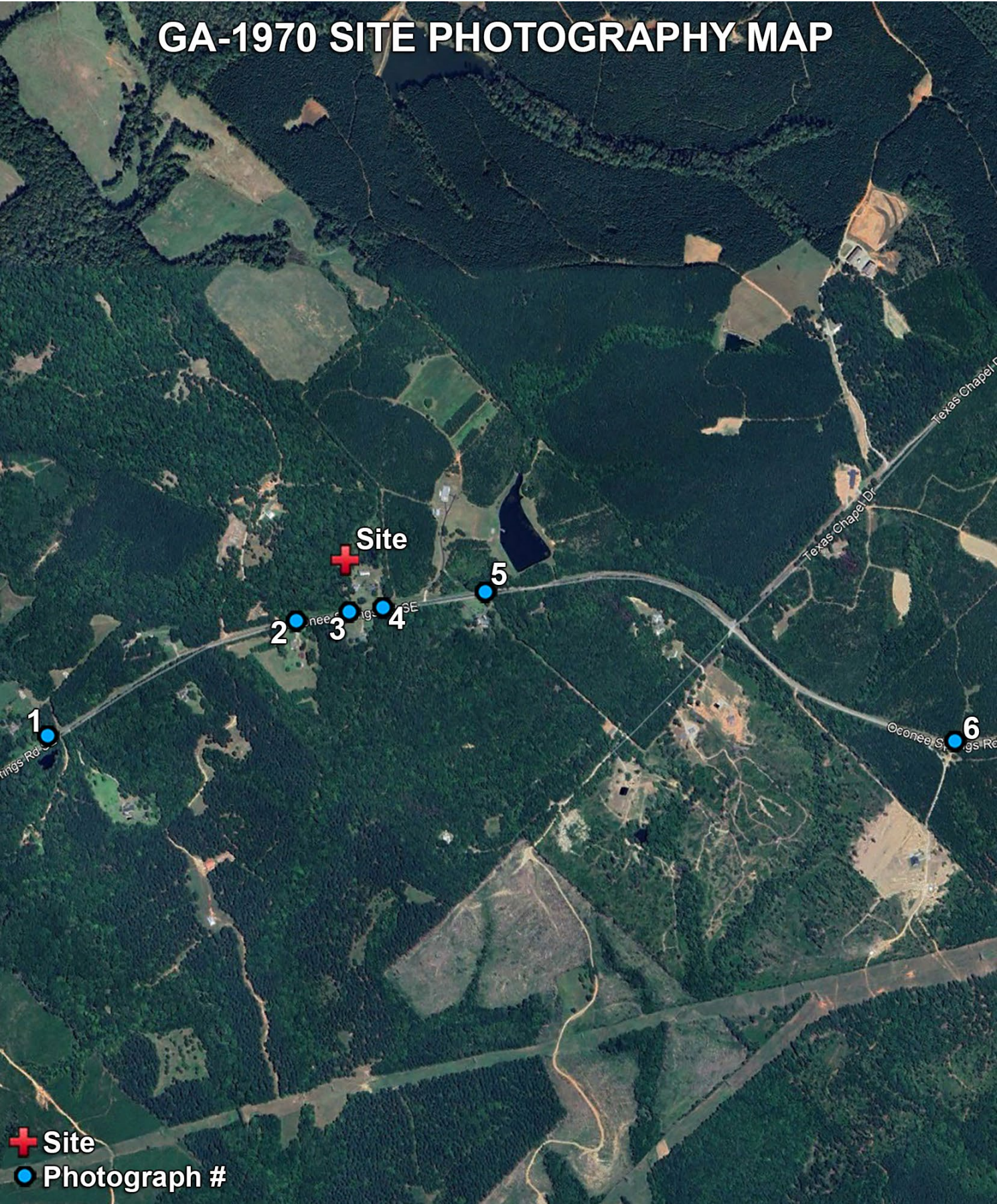
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ATLANTA, GA RPDC 302

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 WH PLAINS, GA 30678


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8/1/25

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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City, State, ZIP+4® WHITE PLAINS, GA 30678

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions





PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

LETTER RECEIVED IN OPPOSITION OF THE REQUEST

THE LAW OFFICE OF
LEE R. MOSS, LLC

288 South Main Street
 Madison, Georgia 30650
 (706) 707-8500

Taylor Carter

Sender's email: tcarter@leemossllaw.com

July 31, 2025

Via Email to candrews@putnamcountyga.us

Putnam County
 Planning & Zoning Commission
 117 Putnam Drive, Suite B
 Eatonton, Georgia 31024

Re: Objection to Conditional Use Permit Application to Locate a New Telecommunications Facility at 1103 Oconee Springs Rd., Eatonton, GA 31024 (Parcel No. 107025)

Dear Members of the Planning & Zoning Commission:

Please accept this letter as part of our objection to a conditional use permit application to locate a new telecommunications facility at 1103 Oconee Springs Rd., Eatonton, Georgia 31024 (Parcel No. 107025) to install a 255 ft lattice tower from APC Towers in conjunction with T-Mobile.

I have been retained to represent Gary Young, Property Owner at 280 Texas Chapel Drive, Eatonton, Georgia 31024 (Parcel No: 107031001 & 107031004), approximately 1,750 feet to the proposed site for the telecommunications facility. I am writing to formally object to the Conditional Use Permit application currently under consideration by the Putnam County Planning & Zoning Board of Commissioners. Please review this letter as it outlines the initial scope of our objection to the proposed conditional use permit application.

The proposed 255-foot tower will be clearly visible from Mr. Young's residence and property. The proposed tower will significantly alter the rural and scenic character of the surrounding properties. Apart from the visual impediment during daylight of a 255-foot tower, the tower will be required to place lighting to be in compliance with FAA which will disrupt the scenic nature of the night skies for surrounding properties. The surrounding areas are zoned to be agriculture and residential providing the beautiful scenic nature that is characteristic of Putnam County, and a 255-foot cell phone tower will diminish the essential charm of the rural and scenic character that the residents of Putnam County enjoy and desire to protect.

This area of Putnam County is primarily residential and agricultural. A Commercial utility installation like the one proposed here does not align with the surrounding land use and

is inconsistent with the county's comprehensive land use plan. The proposed telecommunications facility is within an agricultural district, which is defined as a residential district by Section 58-3 in the Putnam County's Code of Ordinances. While 58-5(3)(b) permits towers and antennas within an agricultural district permitted as a conditional use, the preferred locations sites under Section 58-5(5) "shall be a preferred location site for antenna where located within nonresidential districts." Applicant incorrectly indicates that the proposed telecommunications facility is "within an agricultural district, a non-residential district." Page 3 of Applicant's letter of intent. Here, the surrounding agricultural properties are residential and there is residential zoned property located in the immediate proximity of the proposed location for the telecommunications facility. Mr. Young inquires what alternative sites were considered in a non-residential zoned locations that the application sought prior to seeking a conditional use permit in a residential agricultural zoned district.

It is not the role of the community to accommodate commercial infrastructure that could create an economic burden on nearby property owners. As a residential property owner, we are concerned the presence of a cell tower will lower the resale value of the home and surrounding property. We are actively seeking real estate professionals to confirm that the proximity of the proposed cell phone tower will have a tangible effect on the surrounding properties values including Mr. Young's property. We intend to submit the tangible depreciation in property value prior to the September 4, 2025, scheduled public hearing on the conditional permit use application.

The construction and operation of a cell tower at this location poses a potential risk to the surrounding ecosystem. The applicant has not provided adequate evidence that the proposed tower will not negatively impact the surrounding environment. The site is near agricultural lands and wooded areas, which may be disrupted by increased human activity, equipment installation, and maintenance operations. The excavation and alteration of land could lead to erosion, habitat fragmentation and potential contamination of local soil and water resources. What steps, if any, has the applicant taken to evaluate potential disruption to migratory bird paths, pollinator habitats, or native wildlife? Additionally, concerns remain regarding the long-term effects of the pollution/radiation of cellular towers on wildlife and pollinators.

While applicants pledge to abide by Section 58-6 (10) of the Putnam County Code of ordinances regarding noise, cellular towers require ongoing maintenance and often include backup generators, cooling systems, and other operational equipment that generate intermittent or continuous noise. The applicant has not adequately addressed the issue of noise generated by the tower's operational components. Has a noise impact study been conducted for nearby residential properties, especially during nighttime hours or emergency generator use? How will these levels be monitored and enforced? This can significantly disrupt the peace and quiet of the surrounding residential area, particularly during maintenance visits or power outages when generators may run for extended periods. The increase in noise levels will negatively impact the quality of life for nearby residents.

While the current application may propose a single tower, the approval of this conditional use permit may open the door to future expansion, including the addition of more

antennas, height increases, or the collocation of multiple carriers. This raises concerns about cumulative impacts that are not fully addressed in the current application. The applicant has not disclosed any future development intentions or limitations, raising concerns about incremental growth that could bypass future public scrutiny. Approval now may set a precedent for ongoing development that further degrades the area and encroaches on neighboring properties.

The proposed tower height and associated fall radius may impact aerial access and limit the use and enjoyment of neighboring properties. This is particularly important for properties that rely on clear aerial space for agricultural, recreational, or aviation purposes. Additionally, the presence of a tall structure so close to property boundaries can affect viewsheds, solar access, and may pose a risk of encroachment during maintenance operations or if the tower were to collapse or fall. I respectfully request that the board requires a full analysis of the aerial encroachment implications, along with written assurances that nearby property rights will not be infringed upon.

There is insufficient evidence that additional coverage is needed in this area. Residents already receive adequate service from existing infrastructure. The applicant may claim to need a tower for coverage purposes, but no independent analysis has been provided to show that existing towers or nearby infrastructure are insufficient. Cited in the application is only existing T Mobile cellular towers, not other carriers that may have existing cellular towers that could adequately address the applicant's desires. As a nearby resident, Mr. Young has not experienced any significant coverage gaps, dropped calls, or data outages from existing providers. There is no evidence that demonstrates a demand from residents in this area of Putnam County requesting enhanced cell service in the area. In the absence of a demonstrated need, constructing a new tower imposes unnecessary visual and economic burdens on the surrounding community.

Even if the site is convenient or cost-effective for the provider, that does not meet the threshold of necessity because there is no significant gap in coverage currently existing in the surrounding community. Under the Telecommunications Act of 1996 and Georgia zoning law, a provider must demonstrate that alternative sites were fully evaluated and that this site is essential to address a coverage need, not merely desirable. There is no indication that the applicant considered less intrusive alternatives, such as: installing small cell equipment, using rooftop or utility pole attachments. There are approaches that can reduce the need for large standalone towers and limit the disruption to the surrounding community. The lack of alternative analysis further undermines the claim that this specific location is necessary. In the absence of clear and verifiable evidence that the proposed cell tower is needed in this exact location, approving the conditional use permit would be premature and contrary to responsible land-use planning.

There is a lack of evidence that adequate public notice has been given for the proposed telecommunications facilities proposed location. Section 58-7 (7) covering public notice for location of tower places additional requirement for noticing the public for towers more than 150 feet in height requiring the applicant to float from the proposed tower site a balloon of the standard size used in aerial line of sight surveys. Said balloon shall be floated to the height of

the proposed tower for a period of three working days so that the visibility of the tower from locations surrounding the proposed tower site can be viewed by the public prior to the required hearing.

For these reasons, I respectfully request that the Planning and Zoning Board deny the Conditional Use Permit for this tower. At minimum, the board should give additional time to further conduct studies and allow professionals to gather additional information to better inform the Planning and Zoning Board of the negative impact granting the conditional use permit application would have on surrounding property such as Mr. Young's property.

Thank you for your attention to this matter,

LEE R. MOSS, LLC



Taylor Carter

TAC
Gary Young/Putnam County Planning & Zoning Commission
Enclosure

File Attachments for Item:

7. Consent Agenda

- a. Approval of Minutes - September 5, 2025 Regular Meeting (staff-CC)
- b. Authorization for Chairman to sign GDOT FY27 Grant Application-Section 5311 Program (staff-Transit)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Friday, September 5, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, September 5, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Tom McElhenney
Commissioner Richard Garrett
Commissioner Steve Hersey

ABSENT

Commissioner Jeff Wooten

STAFF PRESENT

County Attorney Adam Nelson
County Manager Paul Van Haute
County Clerk Lynn Butterworth

STAFF ABSENT

Deputy County Clerk Mercy Fluker

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 10:01 a.m.
(Copy of agenda made a part of the minutes on minute book pages _____ to _____.)

2. Approval of Agenda

Commissioner Hersey requested to move agenda item #10 “Awarding of Solicitation #25-42001-001 Full Depth Reclamation of Harmony Road, Dennis Station Road, Mahaffey Drive, Wards Chapel Road, Crooked Creek Road, and Little Circle Using High Performance Paving” to right before agenda item #13 “Approval of Lithtec On-Demand Production Requests.”

Motion to approve the Agenda with the requested change.

Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

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September 5, 2025		

3. Invocation

Pastor David Wofford, Eatonton First Methodist Church, gave the invocation.

4. Pledge of Allegiance (RG)

Commissioner Garrett led the Pledge of Allegiance.

5. Special Presentations

a. Retirement Proclamation - Lesia Reid

The commissioners presented a proclamation and gift card to Mrs. Lesia Reid, congratulating her on her retirement from the county with 48 years in the Tax Assessor's office.

b. Retirement Proclamation - Torrey Whittaker

The commissioners presented a proclamation and gift card to Mr. Torrey Whittaker, congratulating him on his retirement from the county with 20 years in Public Buildings.

c. Proclamation - Ovarian Cancer Awareness Month

The commissioners read a proclamation designating September 2025 as Ovarian Cancer Awareness Month.

d. Proclamation - Recovery Month

The commissioners read a proclamation designating September 2025 as National Recovery Month.

e. Presentation by Sandra Dean, Executive Director of Beyond the Bell

Commissioner Garrett introduced Ms. Sandra Dean, Executive Director of Beyond the Bell and she gave a brief overview of Beyond the Bell and commented on the current opioid grant and townhall meetings that have been held in Putnam County. She explained that the Boost Grant, if received, will provide programs for children after school and during the summer. They feel the Jimmy Davis Park area and building are ideal for the program. They are working with the school system on providing buses to transport the children to Jimmy Davis Park and will work with the Recreation staff. She further explained that the grant amount is \$105,000.00 and they must have at least 51 children to get the grant. Grant results are expected September 26, 2025. Attorney Nelson advised that no action is needed at this time.

Regular Business Meeting

6. Public Comments

Mr. Don Sadler commented on the Jimmy Davis Park Partnership Advisory Committee.

Mr. Bill Vargo commented on the pending rezoning at Old Phoenix Road and New Phoenix Road.

Ms. Janie Reid commented on the Beyond the Bell grant program.

Ms. Patricia Bailey read and submitted her resignation letter from the Jimmy Davis Park Partnership Advisory Committee.

(Copy of letter made a part of the minutes on minute book page _____.)

Draft Minutes	Page 2 of 5	
September 5, 2025		

7. Consent Agenda

- a. Approval of Minutes - August 19, 2025 Regular Meeting (staff-CC)
- b. Approval of Minutes - August 29, 2025 Called Meeting-Budget (staff-CC)
- c. Approval of Minutes - August 29, 2025 Called Meeting (staff-CC)
- d. Approval of Minutes - August 29, 2025 Executive Session (staff-CC)

Motion to approve the Consent Agenda.

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

8. Approval of Certification of Road Abandonment for Joe Wooten Road (staff-CC)

Motion to approve the Certification of Road Abandonment for Joe Wooten Road.

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

(Copy of certification made a part of the minutes on minute book page _____.)

9. Approval of Certification of Road Abandonment for Wooten Road (staff-CC)

Motion to approve the Certification of Road Abandonment for Wooten Road.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

(Copy of certification made a part of the minutes on minute book page _____.)

10. Awarding of Solicitation #25-42001-002 Resurfacing of Denham Road, Old Copelan Road, Quail Knoll Road, Carter Dearman Road, Lakeview Lane, Lakeview Drive, Willow Forest Road, Willow Trace Court, Bark Circle, Shoreline Court, and Cold Branch Road (staff-CM)

Motion to award Solicitation #25-42001-002 to Pittman Construction at \$2,578,411.40.

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

11. Awarding of Solicitation #25-42001-003 Guardrail Replacement on Parks Mill Road at Lake Oconee (staff-CM)

Motion to award Solicitation #25-42001-003 to Gracie Gray Contractors at \$391,310.00.

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

12. Awarding of Solicitation #25-42001-001 Full Depth Reclamation of Harmony Road, Dennis Station Road, Mahaffey Drive, Wards Chapel Road, Crooked Creek Road, and Little Circle Using High Performance Paving (staff-CM)

Motion to award Solicitation #25-42001-001 to ER Snell Contractor at \$2,973,057.60.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Garrett

Voting Nay: Commissioner Hersey

Draft Minutes	Page 3 of 5	
September 5, 2025		

13. Approval of Lithtec On-Demand Production Requests: (staff-CM)
- a. #GA 025-00102 Little Circle
 - b. #GA 025-00103 Mahaffey Road
 - c. #GA 025-00104 Crooked Creek
 - d. #GA 025-00105 Dennis Station Road
 - e. #GA 025-00106 Wards Chapel Road
 - f. #GA 025-00107 Harmony Road

Motion to approve Lithtec On-Demand Production Requests: #GA 025-00102 Little Circle, #GA 025-00103 Mahaffey Road, #GA 025-00104 Crooked Creek, #GA 025-00105 Dennis Station Road, #GA 025-00106 Wards Chapel Road, #GA 025-00107 Harmony Road.
Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.
Voting Yea: Chairman Sharp, Commissioner McElhenney, Commissioner Garrett
Voting Nay: Commissioner Hersey

14. Authorization for Chairman to sign Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10) (staff-CM/CA)
- Mr. Bill Vargo commented on pickleball courts and the county extension office.
- Motion to authorize the Chairman to sign the Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax (SPLOST 10).**
- Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.**
- Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey**
- (Copy of resolution made a part of the minutes on minute book pages _____ to _____.)

15. Discussion to place a six month moratorium on Commercial projects and significant (more than 4) residential projects, exempting those projects with a final plat approval (SH)
- Mr. Bill Vargo commented against the proposed moratorium.
- Ms. Barb Vargo commented against the proposed moratorium.
- Commissioner Hersey commented on what area of the county should be covered under the moratorium specifically mentioning the area north of Highway 16 and the need to come up with a forward-looking plan for rapid growth.
- Commissioner Garrett requested documentation outlining a summary, pros and cons, etc. once this comes back on the agenda for a vote.
- Commissioner McElhenney commented that the Lake Oconee area is growing substantially and the need to review the Comprehensive Plan annually and keep it up to date.
- Chairman Sharp requested that this item come back for action after the October 22, 2025 work session on development.
- No action was taken.

Reports/Announcements

16. County Manager Report
- County Manager Van Haute reminded the board about the celebration for Chief Deputy Clerk Shazett Bullard, recognizing her 25 years of dedicated service to the Putnam County Clerk of Court’s office this afternoon at 1:00 p.m.

17. County Attorney
No report.

18. Commissioner Announcements
Commissioner McElhenney: none
Commissioner Garrett: commented on the great project from Beyond the Bell and the unexpected resignation from Ms. Patricia Bailey; he encouraged the commissioners to attend the next meeting of the Jimmy Davis Park Partnership Advisory Committee on September 11, 2025 at 5:00 p.m.
Commissioner Hersey: none
Chairman Sharp: none

Closing

19. Adjournment
Motion to adjourn the meeting.
Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.
Voting Yea: Commissioner McElhenney, Commissioner Garrett, Commissioner Hersey

Meeting adjourned at approximately 12:06 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman



FEDERAL TRANSIT ADMINISTRATION
FY 2027 GRANT APPLICATION
SECTION 5311 PROGRAM
FORMULA FUNDS FOR RURAL TRANSIT

APPLICATION DUE
SEPTEMBER 30, 2025

This is a fillable form. Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment. All other application components should be completed and returned electronically.

APPLICANT

PUTNAM COUNTY TRANSIT

Transit Agency Name

BILL SHARP, CHAIRMAN

Authorized Representative
(Name & Title)

Date Submitted

GDOT

GDOT District Project Manager Signature

Date Received

Part F: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients and contractors who meet both of the following threshold requirements must implement the EEO Program elements (FTA C 4704.1A Chapter 2.2)

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEOP. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Example: If '*ABC Transit*' is a direct subrecipient and has 22 employees, it does not meet the threshold. If '*ABC Transit*' subcontracts with a *Third-Party Operator* each entity is considered separately. If '*ABC Transit*' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e. $22+25=52$), then *ABC Transit* would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to '*ABC Transit*' an abbreviated EEO Program.

EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant: Putnam County Transit

Organization Type: ☐ MPO ☒ Transit Agency ☐ Third-Party Contractor

1. How many transit related employees do you have in your organization? 10

(A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

\$ \$ 373,012.00

3. How much did your organization receive in planning assistance the previous federal fiscal year?

\$ \$ 0.00

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?

☐ Yes ☐ No

5. If yes, what is the date of your last submission? _____

6. Do you contract out any of your transit services?

☐ Yes ☒ No.

If yes,

a. What is the name of the agency(ies)? [redacted]

b. How much did the agency receive in capital or operating assistance?

\$ _____

c. How many transit employees does the agency have? _____

d. Did the contracting agency submit an EEO Program to you?

☐ Yes ☐ No

If yes, what is the date of their last EEO Program submission? _____

I certify that the foregoing is true and correct.

Signature: 

Title: Transit Director

Date: 9-11-2025

Part I: Public Notice & Private Enterprise Coordination

The Applicant Organization **MUST** publish the public notice, on the following page, one time in the local government's legal newspaper, and have a 15-day comment period that concludes **PRIOR** to September 30, 2025.

This is required to make private transportation service providers aware of the Applicant's grant application. The original legal ad and notarized publisher's affidavit from the newspaper must be included in your grant application.

The "Private Enterprise Coordination Certification" (see Part H-1) must be completed and included in the Applicant's completed grant application. Applicants must indicate if no response is received within the fifteen (15) days. If there is a response to the Public Notice, the Applicant must include the responses in Certification form.

The Applicant Organization **MUST** publish the following notice one time in the local government's legal newspaper and have a 15-day comment period that concludes **PRIOR** to September 30, 2025. This is required to make private transportation service providers aware of the Applicant's grant application. The original legal ad and notarized publisher's affidavit from the newspaper must be included in your grant application.

Public Notice

Putnam County Board Commissioners _____ is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural areas.

Putnam County Board Commissioners _____ will offer general public transportation to all citizens of _____ Putnam County _____ for any worthwhile purpose, including but not limited to shopping, medical treatment, social services, and other purposes.

Putnam County Board Commissioners _____ solicits private sector input and participation to assure that private for-profit transportation operators have a fair and timely opportunity to participate in the development of this program.

Putnam County Board Commissioners _____ also solicits comments and concerns from the general population on local rural public transportation services.

Putnam County Board Commissioners _____ also solicits comments and concerns from the elderly, low-income, and disabled population and their representatives to assure that issues relating to the disabled are addressed in the service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered or development of the application.

Written comments, requests for a public hearing and/or written notice of intent by private for- profit transportation operators to provide or participate in any or all of the above services should be submitted no later than fifteen (15) days from the date of this publication to:

Commission Chairman/Mayor/Chief Executive of Applicant Organization:
_____ Bill Sharp _____

Address/City/State/Zip Code of Applicant:
_____ 117 Putnam Dr. Eatontonm Georgia 31024 _____

Phone Number of Applicant: 706-485-6355

If no response is received within the fifteen (15) days, _____ Putnam County Board Commissioners _____ will proceed with the application to the Georgia Department of Transportation.

I-1: No Response to Public Notice Private Enterprise Coordination Certification

The Applicant Organization's County Commission Chair, Mayor, or Authorized Executive must complete the certification below, sign, and date this form. The Applicant must also attach a Notice and Affidavit from the newspaper or letter sent to private transportation providers. For paper application submissions, these attachments should be inserted after this page.

This form, the original legal ad appearing in the local newspaper, and a notarized publisher's affidavit from the newspaper must be included in this Section 5311 grant application.

Advertisement run in the 8/21/2025 edition of the The Eatonton Messenger.

Indicate whether Applicant received a response to the public notice within 15 days:

☒ No response received

☐ Response(s) received

If one or more responses were received, please complete the table below with a list of private transportation providers operating in the service area, including a contact person, address, and phone number.

Private Transportation Provider	Point of Contact	Phone Number	Address

Date of Notification(s) Requesting Public Hearing (if any):

Last day for private transportation providers to request the public hearing:

The Applicant Organization, Putnam County Board of Commissioners, will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled, and a review format will be developed to carry out this task. Private transportation service providers will be notified and their interest in the service provision will be assessed. Private transportation service providers will be invited to attend and be a part of the annual review process.

Signature

Bill Sharp/ Chairman

Name and Title of Authorized Official

Date

The Eatonton Messenger

102

100 N. Jefferson Ave., P.O. Box 4027 - Eatonton, Georgia 31024-4027 - msgr@msgr.com



Lake Oconee News

AFFIDAVIT OF PUBLISHER

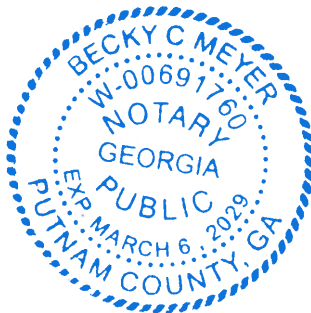
**NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING
PRIVATE ENTERPRISE COORDINATION
RURAL PUBLIC TRANSPORTATION PROGRAM
August 21, 2025**

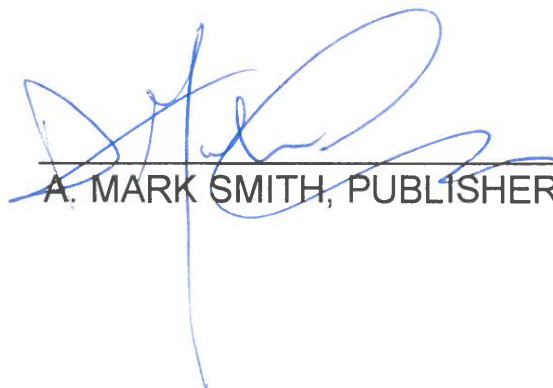
STATE OF GEORGIA
COUNTY OF PUTNAM

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED,
OFFICER, DULY AUTHORIZED TO ADMINISTER OATHS IN SAID
STATE AND COUNTY, Georgia/Putnam,
WHO, HAVING BEEN DULY SWORN, DEPOSES AND SAYS ON OATH
THAT HE/SHE IS PUBLISHER OF The Eatonton Messenger,
THAT AS SUCH, HE/SHE IS AUTHORIZED TO MAKE THIS
AFFIDAVIT, AND THAT THE ATTACHED NOTICE WAS PUBLISHED
IN The Eatonton Messenger LEGAL ORGAN OF PUTNAM
COUNTY, GEORGIA AND LOCAL NEWSPAPER OF GENERAL
CIRCULATION IN PUTNAM COUNTY, GEORGIA, ON

08-21

THIS 21 DAY OF August, 2025




A. MARK SMITH, PUBLISHER

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 21 DAY
OF August, 2025


NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary Public, Putnam County, Georgia
My Commission Expires March 6, 2029

**NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING
PRIVATE ENTERPRISE COORDINATION
RURAL PUBLIC TRANSPORTATION PROGRAM**

Putnam County is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural areas.

Putnam County Transit will offer general public transportation to all citizens of Putnam County for any worthwhile purpose, including but not limited to shopping, medical treatment, social services, and other purposes.

Putnam County Transit solicits private sector input and participation to assure that private for-profit transportation operators have a fair and timely opportunity to participate in the development of this program.

Putnam County Transit also solicits comments and concerns from the general population on local rural public transportation services.

Putnam County Transit also solicits comments and concerns from the elderly, low-income, and disabled population and their representatives to assure that issues relating to the disabled are addressed in the service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered or development of the application.

Written comments, requests for a public hearing, and/or written notice of intent by private for-profit transportation operators to provide or participate in any or all of the above services should be submitted on later than fifteen (15) days from the date of this publication to:

Chairman Bill Sharp
Putnam County Board of Commissioners
117 Putnam Drive, Suite A
Eatonton, Georgia 31024
(706)-485-5826

If no response is received within the fifteen (15) days BOC will proceed with the application to the Georgia Department of Transportation.

08-21c

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Putnam County Board of Commissioners

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☒ Other (see instructions) ►**County Government**

5 Address (number, street, and apt. or suite no.) See instructions.

117 Putnam Drive

6 City, state, and ZIP code

Eatonville, GA 31024

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

5	8	-	6	0	0	0	8	7	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►*Linda Cook*

Date ►

*9-8-25***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Part Y: NTD Reporting Accountable Executive Certification

Applicant Organizations requesting Section 5311 funds must complete the following certification.

I, Bill Sharp (Accountable Executive/Board of Commission Chair) acknowledge that Section 5311 funds shall be used for the sole purpose of rural transit capital and operating assistance as set forth in FTA Circular 9040.1G.

Furthermore, I certify that Putnam County Transit (Applicant Organization) will not utilize any FY 27 5311 funding and/or associated assets to conduct any urban to urban “public” transportation trips within any UZA.

<https://www.transit.dot.gov/ntd/fta-census-map>

Putnam County Transit
Transit Agency/Applicant Organization

Signature of Accountable Executive

Bill Sharp, Chairman
Printed Name & Title

Date

Part Z: Annual NTD Reporting Certification

FY 27 Section 5311 recipients must complete the following certification.

I, Bill Sharp (Accountable Executive/Board of Commission Chair) acknowledge that Section 5311 funds shall be used for the sole purpose of rural transit capital and operating assistance as set forth in FTA Circular 9040.1G.

Furthermore, I certify that Putnam County Transit (Organization's name) did not utilize any FY 25 5311 funding and associated assets to conduct any urban to urban "public" transportation trips within any UZA during the period of July 1, 2024 – June 30, 2025.

Putnam County Transit

Transit Agency/ Section 5311 Recipient

Signature of Accountable Executive

Bill Sharp, Chairman

Printed Name & Title

Date _____

Appendix D: NEPA Checklist

Information required by the FTA to initiate NEPA.

N/A

INFORMATION REQUIRED TO INITIATE NEPA

A CHECKLIST

For FTA to determine the extent of environmental analysis required for a proposed project, we must have a clear idea of what it may do to the environment. This includes the **natural environment** (soil, water, air, flora/fauna) *and* the **human environment** (land use, traffic, etc.). Additionally, FTA must determine whether any Federal funding is sought (now or in the future) for the proposal and if FTA is required to make a decision or approval (e.g., approval for incidental use of property).

INFORMATION REQUIRED

- ☐ Sources of federal, state, and local funds and transit nexus
- ☐ Description of existing property with a clear map showing the Area of Potential Effect (APE)
- ☐ Street address or coordinates
- ☐ Photos of property, any buildings on property and the surrounding area directly adjacent to the project site.
- ☐ Photos of surrounding buildings visible from property
- ☐ Description of complete project with site plan. Be specific for each action of the project.

QUESTIONS to be ADDRESSED

Is the project a Federal Action eligible for FTA funding?

What are the Existing conditions? Cleared land or forested land? Water? Urban, rural, suburban? Gently rolling, flat, etc.? Modern visual intrusions in the area, such as cell towers, modern buildings, etc.? Is the site a brownfield or contaminated? Have any site assessments been completed?

Are there possible environmental areas of concern at the site or in its surroundings? Any known hazards? Existing buildings contain lead paint/asbestos? Standing water on site? Industrial site? Industrial sites within a block of the project site? In a historic district?

What are the characteristics of the natural environment of the property? Provide photos of the land in all directions and of any buildings or structures on the land. Are any of the buildings be historic? Are the buildings in use? Are the buildings safe? Who/what industry occupies the building?

Are there any nearby buildings that may be historic? Any new construction visible from the project site? Number of stories of the buildings surrounding the project site.

What physical changes will be made to the existing site? Any digging or other ground disturbing activities such as clearing and grubbing? Will a building be constructed? Will an existing building be renovated or rehabilitated? Will parking be added or subtracted? Any changes to the traffic amount or flow due to the project? Provide any renderings that are available of the existing project site and the planned work. Be specific about actions, such as replacement of windows/doors, new construction, etc. Will the completed project include storage facilities, maintenance facilities or an operation center?

- ☐ List of actions required upon existing property to achieve complete project (e.g., clear 5 acres of wooded land, demolish building, culvert and cover creek, etc.)
- ☐ Logical termini, alignment, mode, and technology (if a linear project).
- ☐ List of any public involvement done for the project, to date, if any

Are there physical changes that are not obvious in the site plan? (e.g., excavation for a basement, fuel storage) Are there going to be any residential or business displacements?

Has thorough planning for the proposed project occurred? (3 out of 4 are typically enough to begin NEPA.) Any feasibility or environmental studies been completed? If so, please attach to the checklist document.

Has the community affected by the project been informed? If so, when was the community engaged/informed? Is there any potential controversy? Are there any local organizations that should be informed?

Property Acquisition: Unless an early or at-risk (hardship or protective buy) acquisition meets the conditions, property cannot be acquired until NEPA is **complete** and an environmental determination or decision document has been issued by FTA TR04. This restriction is found in FTA's environmental regulations ([23 CFR 771.113](#)) and includes offers to purchase the property or any other commitment to purchase the property or to proceed to a settlement ([FTA Circular 5010.1E](#)). Project sponsors should contact FTA TR04 with any questions about potential timing of property acquisitions and their corresponding NEPA documentation.

Examples, which can be either implied or explicit, of prohibited acquisition activities during the NEPA process include:

- Any offer to purchase;
- Any negotiation to purchase;
- Any discussion on price;
- Any commitment to purchase or establishing any conditions of purchase; and,
- Any commitment to proceed to settlement.

Review Process: For planning purposes, please be advised that upon receipt of the *Information Required to Initiate NEPA* (aka NEPA Checklist), FTA's Environmental Protection Specialists (EPS) may take up to 30 days to review the information for completeness.

If the NEPA Checklist is incomplete or lacking specific information to make a NEPA Class of Action (COA) determination, the recipient will receive comments and or requests for further information.

As a reminder, please provide a concise and complete NEPA Checklist as laid out in the column "Questions to be Addressed." Physical descriptions of the project and description of existing environmental conditions that the proposed project may / may not impact are very important.

For any questions or concerns, please contact Julia Carrie Walker (julia.walker@dot.gov) and Ron Smith (ronald.smith@dot.gov)

The more information FTA knows about a project, the more accurate we can be in assigning the most appropriate level of environmental analysis.

File Attachments for Item:

8. Request by Rick McAllister, agent for Imperial Park Holdings, LLC, to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1 [Map 105, Part of Parcel 019, District 1] (staff-P&D) (tabled at August 19, 2025 meeting)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

August 7, 2025

BOC Staff Recommendations

TO: Board of Commissioners

FROM: Lisa Jackson Recommendations

RE: Staff Recommendations for Public Hearing Agenda on 8/7/2025

REQUEST

6. Request by **Rick McAllister, agent Imperial Park Holdings, LLC** to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [**Map 105, Part of Parcel 019, District 1**].* Mr. McAllister is requesting to rezone 3 acres of the 29.54-acre tract from AG to C-1 on behalf of Imperial Park Holdings, LLC. If approved, the intended land use for this property is to develop a convenience store with fuel pumps. The proposed commercial development will consist of a 5,000 square foot convenience store, 8 fueling stations, and 5 diesel fueling stations.

The subject property is located at the intersection of New Phoenix and Old Phoenix. It is directly adjacent to The Phoenix Crossing Subdivision. This residential community contains over 120 existing residential homes and is steadily growing. The proposed C-1 use could have a direct impact on the adjacent parcel. However, it would not adversely affect the overall area given that it is located at the corner of New Phoenix and Old Phoenix and is on a main arterial road. According to the submitted traffic analysis, a convenience store typically has a significant percentage of passerby traffic given that the existing neighborhood will utilize the facility. The passer-by traffic is expected to be moderately high especially during AM and PM peak hours, so traffic projection impacts on the existing roadway will be reduced by 40%. This development will have access points from both Old Phoenix and New Phoenix Road. Old Phoenix Road is an established path of travel for traffic traveling back and forth between Lake Sinclair and the Milledgeville area to the Lake Oconee area and is the primary contributor to the intersection. It is assumed that the right turn and left turn traffic projected for this site will be split 50/50 and the arriving traffic will be split 80/20 with 20% being the New Phoenix Road entry. It also states that the impact of the development would warrant both a right turn lane and a left turn lane on Old Phoenix and New Phoenix Road based on GDOT guidelines. Although the traffic on Old Phoenix Road was significantly less than the 6,000 ADT and has a posted speed limit of 55 MPH, it would require a center left turn lane since the projected distribution will exceed 250 LTV (Left Turn Volumes) per day.

Old Phoenix is a major thoroughfare and connector between State Hwy 441, Georgia State Route 16 and the Lake Oconee area. Moreover, this rezoning request mirrors the current zoning of the two C-1 parcels on the opposite corners of Old and New Phoenix. Although this parcel can be used and developed as it is currently zoned, the applicant's request is more marketable, and neighborhood friendly. The proposed use will cause little to no excessive or burdensome use of public facilities or services. The parcel identified as Map 105 Parcel 016, is directly across the road from this site. It was recently rezoned to Commercial-1 for the purpose of constructing a storage facility. At the time, the proposed use was presented as having minimal adverse impact on the surrounding community. However, no conditions were attached to that

rezoning. This has raised concerns within the community, particularly from neighboring property owners who opposed the original rezoning due to its potential impact on the surrounding residential development.

Given the rapid growth currently occurring in Putnam County, it is likely that other landowners with property at high-visibility intersections will also seek a C-1 rezoning. Without an updated comprehensive plan to address the major intersections, the County may face a steady stream of rezoning requests which increases the risk of incompatible land uses, traffic congestion, and may have an adverse effect on community character. It is imperative that Putnam County implement a coordinated land use plan to address commercial development at major intersections. This will ensure that decisions are made with long-term goals supporting compatible growth while preserving the character of existing residential neighborhoods. Furthermore, staff recommends that the Board of Commissioners:

1. **Conduct a comprehensive assessment of major intersections throughout the County, particularly those located along primary arterial roads.**
2. **Formulate a list of community-compatible uses appropriate for development at each intersection.**
3. **Adopt this list and incorporate overlay districts for these key intersections, thereby providing clear expectations for future rezonings and balancing the interests of both residents and other property owners.**

This process will create consistency, improve public trust, and allow the County to accommodate growth while preserving the character of its communities.

Subject to the same, staff recommends approval of the rezoning requests subject to the following conditions:

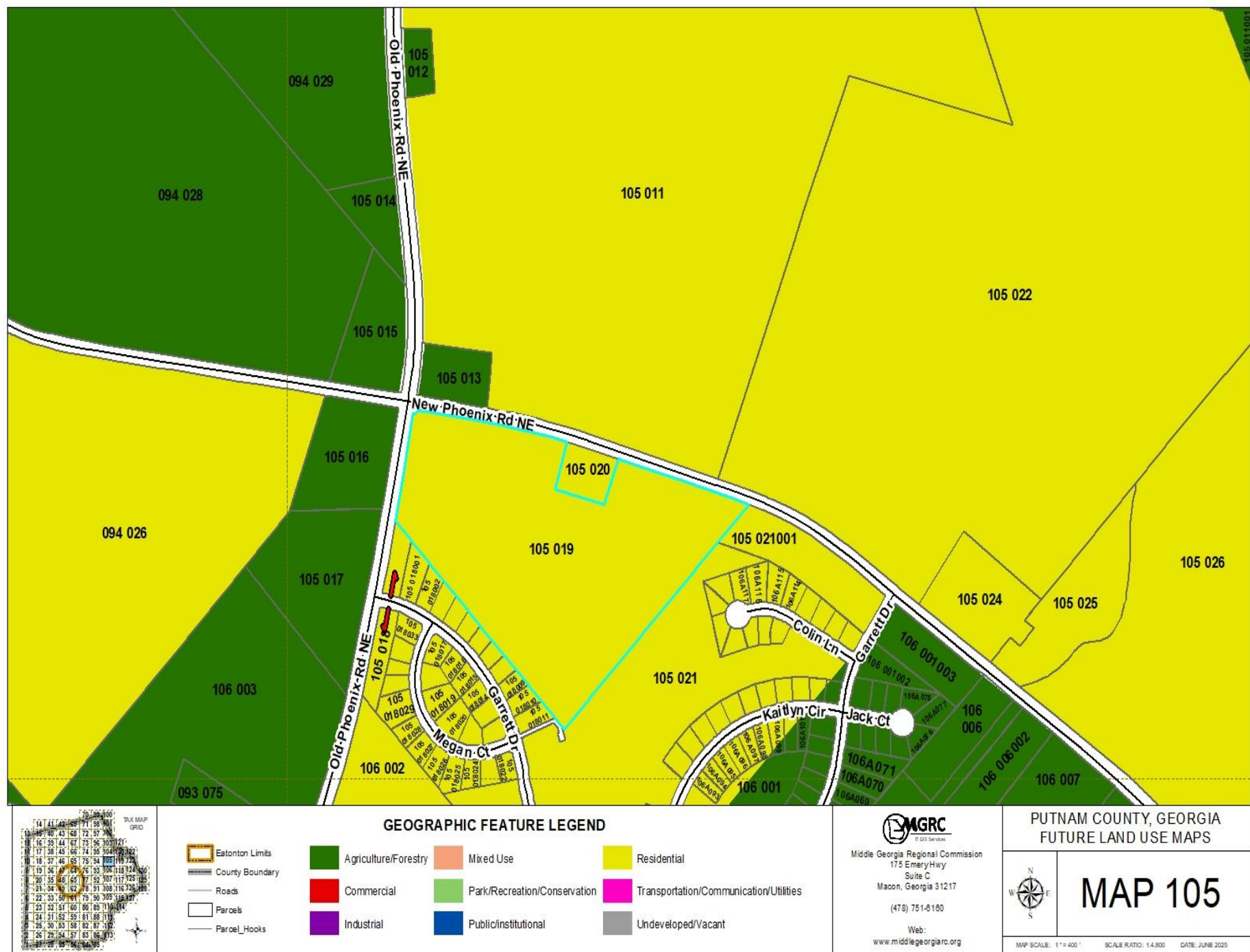
1. **The property must be used for the purpose stated in the filed application, unless approved by the Board of Commissioners.**
2. **The developer shall install both a right turn lane and left turn lane, on Old Phoenix and New Phoenix Road, per state and local guidelines.**
3. **This rezoning shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 120 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating**
4. **Failure to abide by the stated conditions shall cause the property to revert to the Agriculture designation.**

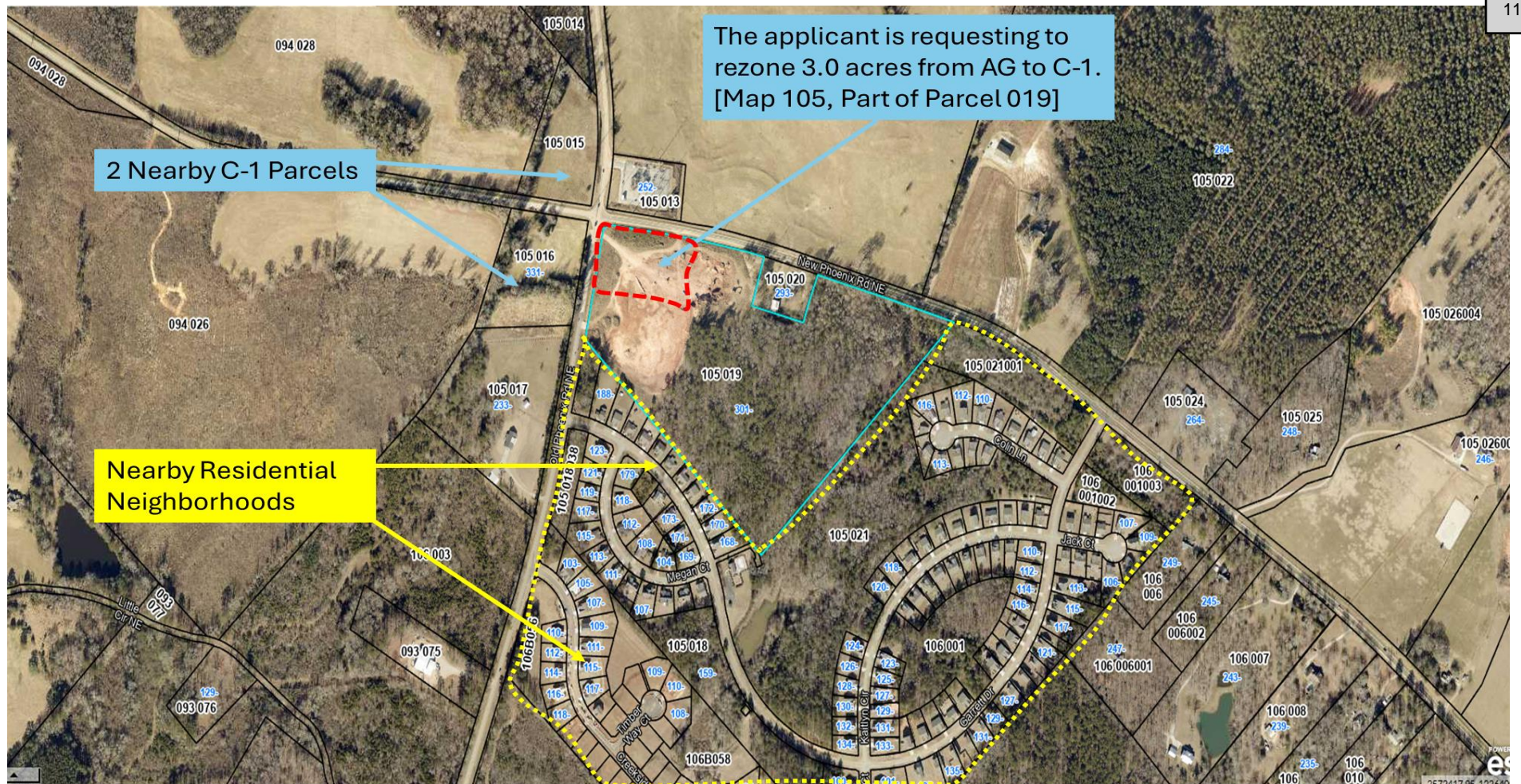
Staff recommendation is for approval to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*with the following conditions:

1. **The property must be used for the purpose stated in the filed application, unless approved by the Board of Commissioners.**
2. **The developer shall install both a right turn lane and left turn lane, on Old Phoenix and New Phoenix Road, per state and local guidelines.**
3. **This rezoning shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 120 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action.**
4. **Failure to abide by the stated conditions shall cause the property to revert to the Agriculture designation.**

The Planning & Zoning Commission's recommendation is for approval to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*with the following conditions:

1. *The property must be used for the purpose stated in the filed application, unless approved by the Board of Commissioners.*
2. *The developer shall install both a right turn lane and left turn lane, on Old Phoenix and New Phoenix Road, per state and local guidelines.*
3. *This rezoning shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 120 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action.*
4. *Failure to abide by the stated conditions shall cause the property to revert to the Agriculture designation.*



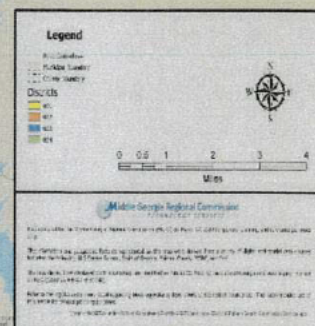


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7. Request by **Rick McAllister, agent Imperial Park Holdings, LLC** to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*



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☒ REZONING

APPLICATION NO. 2025-REZONE-10

DATE: May 28, 2025

MAP 105

PARCEL 019

ZONING DISTRICT AG

1. Owner Name: Imperial Park Holdings, LLC

2. Applicant Name (If different from above): Rick McAllister

3. Mailing Address: 1341 Beverly Drive Athens, GA 30606

4. Email Address: rmcallister.msc@gmail.com

5. Phone: (home) _____ (office) _____ (cell) 706-206-5030

6. The location of the subject property, including street number, if any: 301 New Phoenix Road

7. The area of land proposed to be rezoned (stated in square feet if less than one acre): 3.0 Acres

8. The proposed zoning district desired: C-1

9. The purpose of this rezoning is (Attach Letter of Intent)
See attached letter of intent

10. Present use of property: AG

Desired use of property: C-1

11. Existing zoning district classification of the property and adjacent properties:

Existing: AG

North: Public/AG

South: R-1R

East: R-1R

West: C-1

12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

13. Legal description and recorded plat of the property to be rezoned.

14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): See Concept plan

15. A detailed description of existing land uses: Existing - AG use, timber - East C-1 undeveloped
South / West - AG use - timber - North - power sub station

16. Source of domestic water supply: well x, community water _____, or private provider _____.
If source is not an existing system, please provide a letter from provider.

RECEIVED MAY 30 2025

1-04-24



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17. Provision for sanitary sewage disposal: septic system X, or sewer _____. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.
18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).
19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)
20. Proof that property taxes for the parcel(s) in question have been paid.
21. Concept plan.
 - If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
 - A concept plan may be required for commercial development at director's discretion
22. Impact analysis.
 - If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
 - An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.

Ingrid Park Holdings by 5-29-25
Signature (Property Owner) (Date)

Robert Halliday 5-29-25
Signature (Applicant) (Date)

Nicole A Mesik
Notary Public

Nicole A Mesik
Notary Public



Office Use

Paid: \$ 600.00 (cash) _____ (check) _____ (credit card) ☒
 Receipt No. 265050104 Date Paid: 5/30/25
 Date Application Received: 5/30/25
 Reviewed for completeness by: Angela Waldrop
 Date of BOC hearing: 8/19/25 Date submitted to newspaper: 6/30/25
 Date sign posted on property: _____ Picture attached: yes _____ no _____

DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

1-04-24

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LETTER OF INTENT – IMPERIAL HOLDINGS, LLC
C1 ZONING REQUEST

The site is located at the intersection of Old and New Phoenix Road with an area of approximately 3.0 acres. Surrounding land uses include C-1 and AG. Proposed road access includes proposed curb cuts on each existing road.

The intended land use for this property is convenience store with fuel pumps. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads.

We appreciate the consideration to promote quality development within Putnam County.



May 29, 2025

Ms. Lisa Jackson
Director of Planning and Development
Putnam County Planning and Development
117 Putnam Drive, Suite B
Eatonton, GA 31024

RE: Map 105, Parcel 019. Request rezone 3.0 acres from AG to C-1

Dear Ms. Jackson,

On behalf of Imperial Holdings, LLC, please accept this letter and attached information to request a zoning map amendment for a portion parcel 105-019.

Attachments via email include - application, concept plan and impact study with additional supporting documents.

Please let me know if you have any questions.

Sincerely

A handwritten signature in blue ink, appearing to read "Rick McAllister", is written over a faint, larger version of the same signature.

Rick McAllister
McAllister Site Consulting, LLC
Agent for Imperial Holdings, LLC

RECEIVED MAY 30 2025
and

eFiled & eRecorded
 DATE: 6/22/2022
 TIME: 8:09 AM
 DEED BOOK: 01089
 PAGE: 00353 - 00356
 RECORDING FEES: \$25.00
 TRANSFER TAX: \$375.00
 PARTICIPANT ID: 6837478023
 CLERK: Trevor J. Addison
 Putnam County, GA
 PT61: 117-2022-001164

Return to: Huskins Law Firm LLC, 114 1/2 West Marion Street, Eatonton, Georgia 31024

LIMITED WARRANTY DEED

STATE OF GEORGIA,
 COUNTY OF PUTNAM

THIS INDENTURE, Made this 2nd day of June, in the Year of Our Lord Two Thousand Twenty-Two (2022) between ANN G. JESTER, MARY CAROLINE G. JONES AND JAMES M. GREGORY, JR., as parties of the first, hereinafter called Grantor, and IMPERIAL PARK HOLDINGS, LLC, a Georgia Limited Liability Company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH: That the said parties of the First Part, for and in consideration of the sum of **OTHER GOOD AND VALUABLE CONSIDERATION AND TEN AND 00/100 (\$10.00) DOLLARS**, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the Second Part, its heirs and assigns,

SEE EXHIBIT A

THIS CONVEYANCE is made subject to all easements, covenants, agreements, restrictions, right of ways, reservations, permits, governmental regulations, zoning ordinances, and all matters of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the Second Part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID parties of the First Part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the Second Part, its heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the First Part.

a.g.

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Glenn Brown
Witness

Mary Caroline G. Jones (SEAL)
Mary Caroline G. Jones

Brandy T. Huskins
Notary Public
My Commission Expires: 3-3-26
(Affix Notary Seal)



Glenn Brown
Witness

James M. Gregory, Jr. (SEAL)
James M. Gregory, Jr.

Brandy T. Huskins
Notary Public
My Commission Expires: 3-3-26
(Affix Notary Seal)



IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hand and seal,
the day and year above written.

Signed, sealed and delivered in presence of:

Evelyn Williams
Witness

Ann G. Jester (SEAL)
Ann G. Jester

Kimberly Boyd
Notary Public
My Commission Expires:
(Affix Notary Seal)

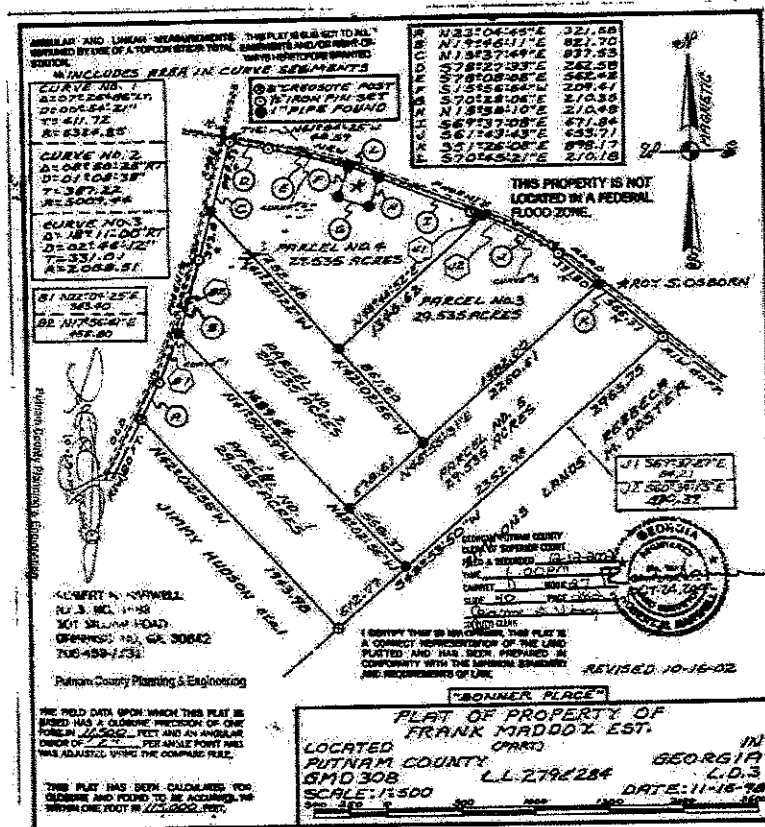
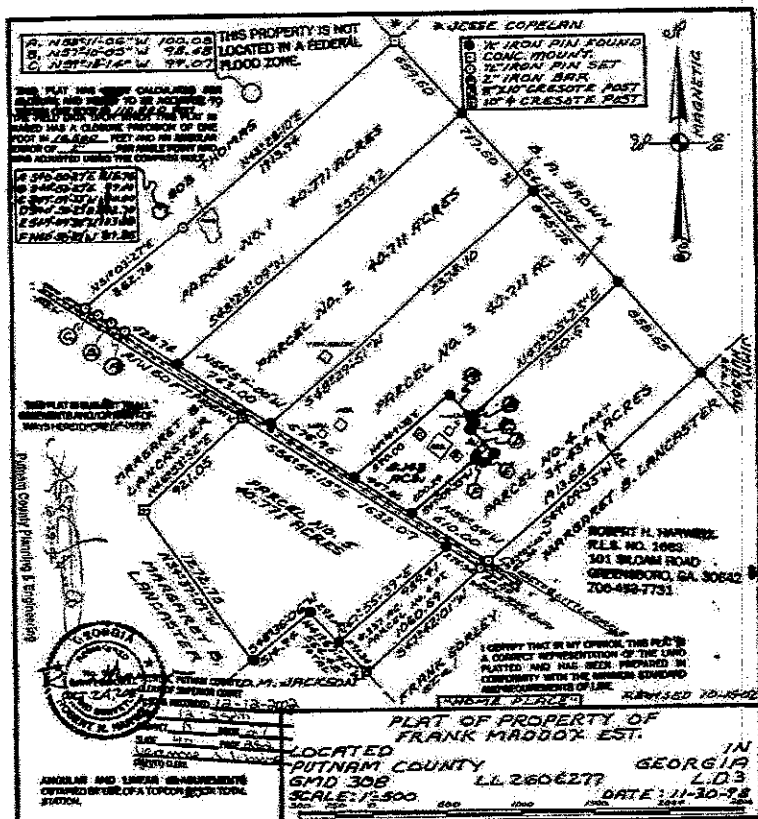


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Exhibit A

All that tract or parcel of land, lying and being in the 308th G.M. District, Putnam County, Georgia,, containing 29.535 acres, more or less, and being designated as Parcel No. 4 of the "Bonner Place" Tract as shown on a plat prepared for the Frank Maddox Estate by Robert H. Harwell, Georgia Registered Land Surveyor No. 1683, dated November 16, 1998, and recorded in Cabinet D, Plat Book 27, Slide 40, Page 282, Clerk's Office, Putnam County Superior Court, and by reference said plat is hereby made a part of this description.

PRIOR DEED REFERENCE: This is that same land conveyed in a Warranty Deed from Laurie M. Gregory to Ann G. Jester, Mary Caroline G. Jones, and James M. Gregory, Jr. recorded in Deed Book 396, Pages 261-262 dated December 17, 2002, said records.



RECEIVED MAY 30 2025

2024 011581
IMPERIAL PARK HOLDINGS LLC

INTERNET TAX RECEIPT
PARCEL 4 BONNER PLACE
105 019

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DESCRIPTION	TAX AMOUNT	EXEMPTION	MILLAGE
FAIR MARKET VALUE	\$337,853		
COUNTY	\$824.50	\$0.00	6.101
SCHOOL	\$1,449.25	\$0.00	10.724
SCHOOL BND	\$0.00	\$0.00	0
SPEC SERV	\$54.06	\$0.00	0.4
COUNTY BND	\$0.00	\$0.00	0
SP SVC BD	\$0.00	\$0.00	0

ORIGINAL TAX DUE
\$2,327.81
INTEREST
COLLECTION COST
FIFA CHARGE
PENALTY
TOTAL PAID
\$2,327.81
TOTAL DUE
\$0.00

Date Paid: 11/12/2024

TO IMPERIAL PARK HOLDINGS LLC
185 N WESLEY CHAPEL ROAD
EATONTON, GA 31024

FROM Putnam County Tax Commissioner
100 South Jefferson Ave Suite 207
Eatonton, GA 31024-1061
(706) 485-5441



Scan this code
with your mobile
phone to view this
bill

INTERNET TAX RECEIPT

RECEIVED MAY 30 2025 *aw*



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024
Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountygga.us

LETTER OF AGENCY- Rezone and Preliminary Plat

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF
EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Rick McAllister TO BE MY/OUR
AGENT FOR THE PURPOSE OF APPLYING FOR Rezone / Preliminary Plat OF PROPERTY DESCRIBED AS
MAP 105 PARCEL 019, CONSISTING OF 3.0 ACRES, WHICH HAS THE FOLLOWING ADDRESS:
301 New Phoenix Road EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED
AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH
THIS LETTER OF AGENCY APPLIES.

THE ABOVE-NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF
EATONTON/PUTNAM COUNTY APPLICATION FOR Rezone / Preliminary Plat ON OUR BEHALF.
WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF
SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR
AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF
AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND
ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE
ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES
AS A RESULT.

THIS 28th DAY OF May, 2025.

PROPERTY OWNER(S): Imperial Park Holdings LLC
NAME (Neatly PRINTED)
Imperial Park Holdings by Jay S
SIGNATURE
ADDRESS: 530 New Phoenix Rd Eatonton, GA 31024
PHONE: (706) 485-9848

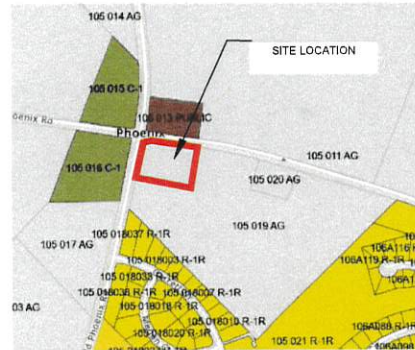
ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS
28th DAY OF May, 2025

NOTARY Nichole A Mesik
MY COMMISSION EXPIRES: Sept 26, 2026

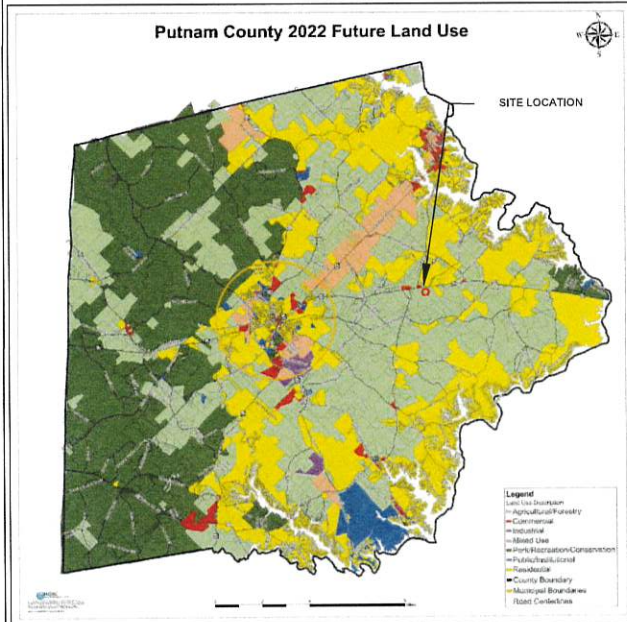


(SEAL)

Intent: Amend zoning to C-1. Develop commercial use utilizing convenience Store land use.



CURRENT ZONING AND PARCEL MAP
NOT TO SCALE

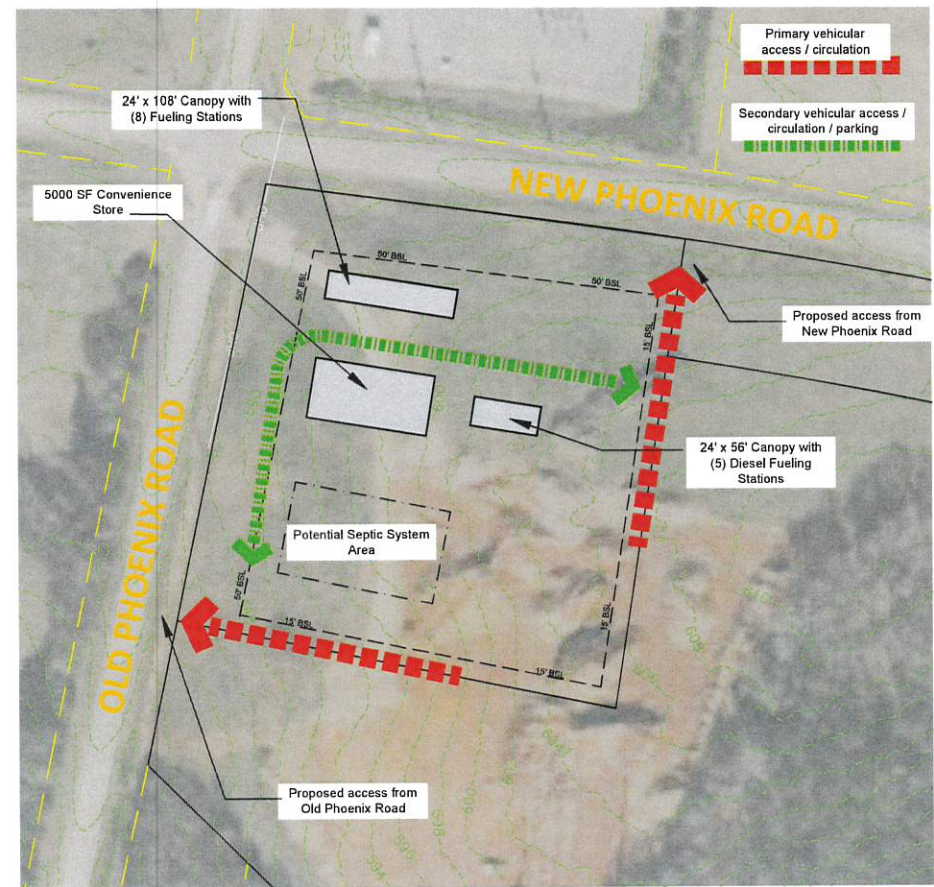


COMPREHENSIVE PLAN
SCALE AS NOTED

CONCEPTUAL DEVELOPMENT PLAN

SCALE: As Noted
May 28, 2025

PARCEL 105-019
SITE EXHIBIT
PUTNAM COUNTY, GEORGIA



M | S | C
McAllister Site Consulting, LLC

2025

**IMPACT ANALYSIS
PARCEL 105-019 (PARTIAL)**

**PROPOSED C-1 DEVELOPMENT
REZONING REQUEST.**



**MCALLISTER SITE CONSULTING, LLC
RICK MCALLISTER
1341 BEVERLY DRIVE
ATHENS, GEORGIA 30606
706-206-5030**

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Plat of Property Attachment

Existing Conditions Attachment

Existing ZoningSee Conceptual Site Plan

Conceptual Site Plan Attachment

RECEIVED MAY 30 2025
aw

LETTER OF INTENT – IMPERIAL HOLDINGS, LLC
C1 ZONING REQUEST

The site is located at the intersection of Old and New Phoenix Road with an area of approximately 3.0 acres. Surrounding land uses include C-1 and AG. Proposed road access includes proposed curb cuts on each existing road.

The intended land use for this property is convenience store with fuel pumps. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads.

We appreciate the consideration to promote quality development within Putnam County.

IMPACT ANALYSIS INFORMATION

ITEM #1

Is the proposed use consistent with the stated purpose of the zoning district that is being requested?

The proposed use is acceptable in C-1 Zoning.

Is the proposed use suitable in view of the zoning and development of adjacent or nearby property?

The proposed site is located at the intersection of Old and New Phoenix Road. Of the four corners represented within the intersection – 2 are zoned C-1 and 1 is zoned Public use – this parcel remains AG – There fore our request is suitable as the existing parcels have been zoned.

Will the proposed use adversely affect the existing use, value or usability of adjacent or nearby property?

The proposed use reflects existing zoning in the area. All buffers and setbacks will adhere to county standards.

Is the proposed use compatible with the proposed intent of the Comprehensive Plan?

The comprehensive plan notes this area as residential – However the existing zoning map has commercial in close proximity to proposed site.

Are there substantial reasons why the property cannot or should not be used as currently zoned?

The proposed use is not noted as an acceptable use as currently zoned.

Will the proposed use cause an excessive or burdensome use of public facilities or services or exceed the present or funded capabilities, including but not limited to streets, water or sewer utilities and police or fire protection?

The proposed development will incur the cost of constructing streets interior to the project. Given the proposed use, the demand for water and septic are low for this type of project. Final plans will meet emergency vehicle equipment circulation requirements.

Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The proposed use is supported by the anticipated existing and future use of commercial.

Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, and reasonable private use of the subject property?

The proposed use responds to a need for convenience store support to the neighboring residential communities.

ITEM #2 TRAFFIC ANALYSIS – (SEE ATTACHMENT)

ITEM# 3

The conceptual plan is based upon development standards for C-1 Zoning are as follows:

5000 SF Convenience Store with associated fuel pumps

ITEM #4

Effect on environment surrounding the area:

Natural:

Property is currently mixed open pasture and partially wooded with topography sloped into 2 drainage corridors. The entire parcel comprises of own watershed directed to existing drainage corridors. A 25' State Waters buffer will be placed on all qualified pond or stream components. Some wetland areas may exist on site and will be delineated by an Environmental Consultant. Wetlands will be mapped, surveyed and protected per environmental guidelines upon development of project areas(s). Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan – Wetlands Map 6 Prepared by Middle Georgia RDC

Erosion:

The property is currently in open pasture and partially wooded state. Development plans will adhere to State and Local Regulations of Erosion Control and Storm water standards. Source: On site Observation

Historic:

The proposed site has no known or listed Cultural or Historical Resources located on site.

Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan Cultural and Historical Resources Map 13 prepared by Middle Georgia RDC

ITEM #5

Impact on fire protection - TBD

ITEM #6 – PHYSICAL CHARACTERISTICS OF SITE (SEE ATTACHMENT)

ITEM #7 – ADJACENT AND NEARBY ZONING (SEE CONCEPTUAL PLAN)



SIMONTON
ENGINEERING

OLD PHOENIX ROAD COMMERCIAL DEVELOPMENT (EMBRY)

Traffic Impact Study 2025-70

Updated July 31, 2025



Paul Simonton
paul@simontoneng.com

Hinesville, Georgia Phone: (912) 977-1502
Greensboro, Georgia Phone: (706) 454-0870

Old Phoenix Road
Traffic Impact Study

General

The Old Phoenix Road Commercial Development is planned to include a convenience with 8 gasoline pumps and 5 diesel pumps, located in the Northeast corner of the Old Phoenix Road and New Phoenix Road intersection. The tract includes approximately 3 acres to be developed but will be limited by the need for on-site water and sewer systems.



EXISTING TRAFFIC

The AM and PM peak hour traffic and AADT was measured at the intersection on January 24, 2023, and is reflected in the table on the following page. These counts were updated to current traffic using historical growth projected forward. We have examined historical growth for two GDOT count locations in the area and found all of the locations growing at a rate of 1.09% to 1.5% per year with an average of 1.33% per year. The traffic used in the evaluation will be updated by that percentage for the two year period.

PEAK HOUR TRAFFIC ALL DIRECTIONS

	Old Phoenix Rd Northbound				Old Phoenix Rd Southbound				New Phoenix Rd Eastbound				New Phoenix Rd Westbound				Total all directions
	left	Thru	Right	Total	left	Thru	Right	Total	left	Thru	Right	Total	left	Thru	Right	Total	
AM Peak																	
7:00 AM	0	37	0	37	7	26	0	33	0	0	0	0	2	3	13	18	88
7:15 AM	2	69	1	72	1	26	0	27	1	1	1	3	5	11	8	24	126
7:30 AM	2	63	2	67	2	29	3	34	2	1	1	4	2	16	19	37	142
7:45 AM	1	96	3	100	7	25	2	34	3	7	2	12	3	12	13	28	174
8:00 AM	0	71	1	72	9	25	0	34	1	5	3	9	1	6	13	20	135
8:15 AM	0	65	0	65	4	21	2	27	0	6	1	7	1	4	12	17	116
8:30 AM	0	58	3	61	1	24	0	25	2	5	0	7	0	3	10	13	106
8:45 AM	0	37	0	37	7	26	0	33	0	0	0	0	2	3	13	18	88
PM Peak																	0
4:00 PM	1	26	2	29	9	39	1	49	0	6	1	7	2	1	6	9	94
4:15 PM	4	24	3	31	23	59	3	85	0	7	3	10	0	8	8	16	142
4:00 PM	0	22	1	23	11	59	2	72	1	7	1	9	0	1	3	4	108
4:45 PM	1	20	3	24	15	44	0	59	0	6	3	9	1	4	2	7	99
5:00 PM	1	21	0	22	21	95	0	116	0	6	1	7	0	3	7	10	155
5:15 PM	3	24	2	29	14	66	1	81	3	5	2	10	1	6	9	16	136
5:30 PM	4	24	1	29	11	62	1	74	0	5	3	8	1	2	5	8	119
5:45 PM	2	28	0	30	13	56	1	70	0	7	2	9	0	2	8	10	119

These counts were used then updated at 1.33% per year to make them current

As can be seen by examination of the existing peak hour traffic table, the morning (AM) peak occurs from 7:15 to 8:15 AM with a total traffic through the intersection of 592 vehicles. The PM peak occurs from 5:00 to 6:00 and totals 543 vehicles. It can be seen that Old Phoenix Rd is the major contributor to the intersection with New Phoenix being a minor impact.

Predicted Traffic

Trip Generation software by Microtrans will be used to generate average daily traffic plus peak hour enter and exit projections for each use. The projected future traffic will be combined with existing counts provided by the GDOT Traffic data website to predict total roadway traffic.

Passer-by traffic, is generally defined as traffic that is already on the roadway and contained in existing counts but will also be included in projected counts. A convenience store typically has a significant percentage as passerby traffic given that the existing neighborhood will utilize the facility. We expect that passer-by rate to be moderately high especially during AM and PM peak hours, so traffic projection impacts on the existing roadway will be reduced by 40%.

As shown the development will have access points from both Old Phoenix Road and New Phoenix Road. Old Phoenix Road is an established path of travel for traffic traveling back and forth between Lake Sinclair and Milledgeville area to the Lake Oconee area and is the primary contributor to the intersection. It is assumed that right turn and left turn traffic projected for the site will be split 50/50 and that the arriving traffic will be split 80/20 with 20% being the New Phoenix Road entry. Since most of the activity at the intersection occurs during the PM and PM peak hours, the focus of the impacts is evaluated for peak hour instead of the total day.

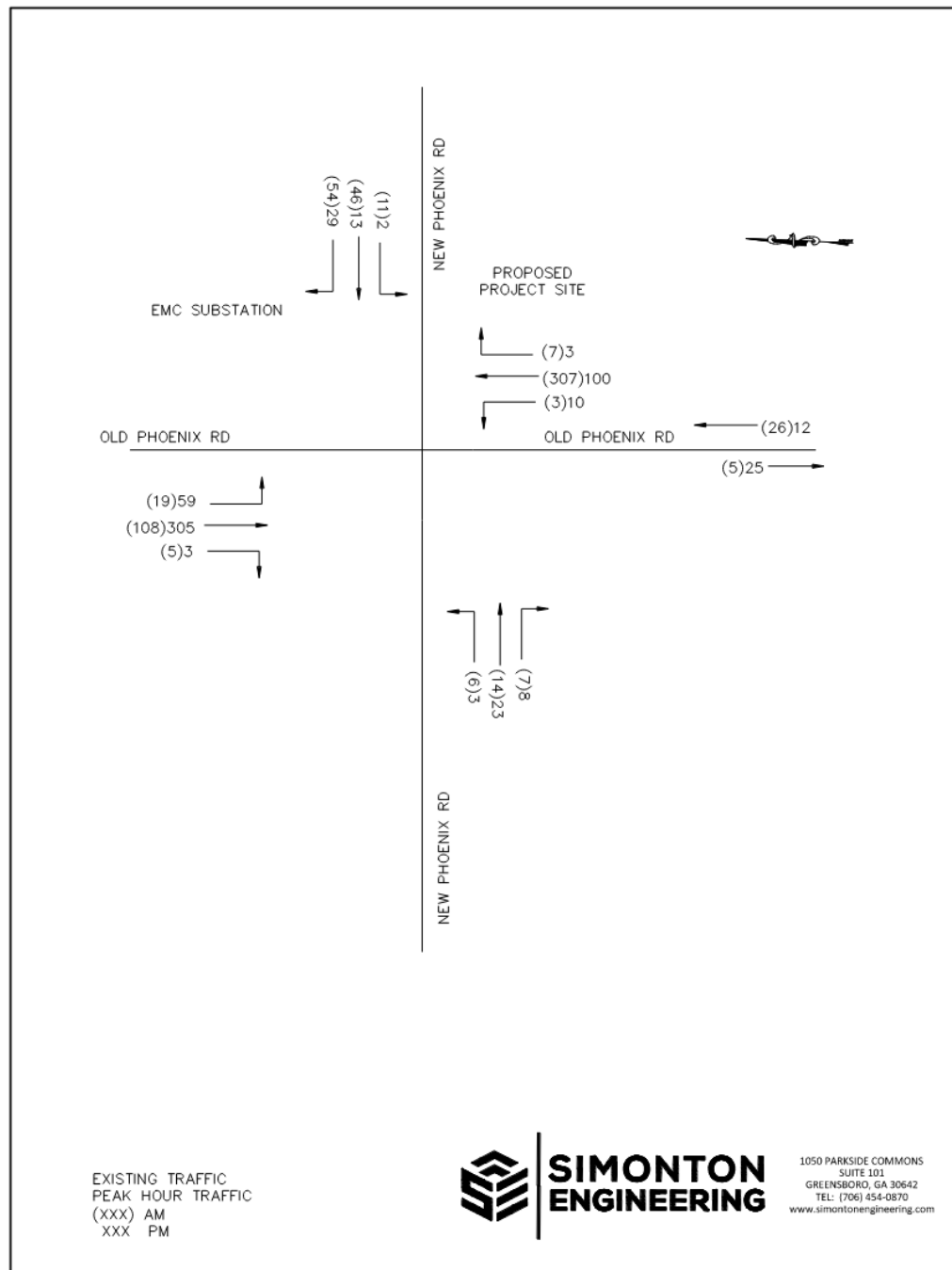
- Existing total daily trips through the intersection = 1,001 during the AM 2 hours and 998 in the PM 2 hour period.
- Projected Weekday two way Volume = $(7242 * 60\%)$ 4346 TPD
- Projected Peak Hour Total = $(250 * 60\%)$ 150 PM (TPH)
- Projected Enter/Exit Peak Hour Trips (PM)= 75 Enter 75 Exit during peak hour
- Old Phoenix Rd entry
 - Eastbound right turn arrivals (80% of 50%) = $(2,116 * 80\%)$ 1692 (TPD)
 - West bound left turn arrival (80% of 50%) = $(2,116 * 80\%)$ 1692 (TPD)
- New Phoenix Rd entry 1692
 - North bound right turn arrivals (20% of 50%) = $(2116 * 20\%)$ 423 (TPD)
 - South bound left turn arrivals (20% of 50%) = $(2116 * 20\%)$ = 423 (TPD)

Table 1 below provides a detailed traffic projection that includes the land use, the ITE code used for each, along with average daily volumes plus enter and exit projection for AM and PM Peak. The projected traffic contained in **Table 1** is for a 100% build-out.

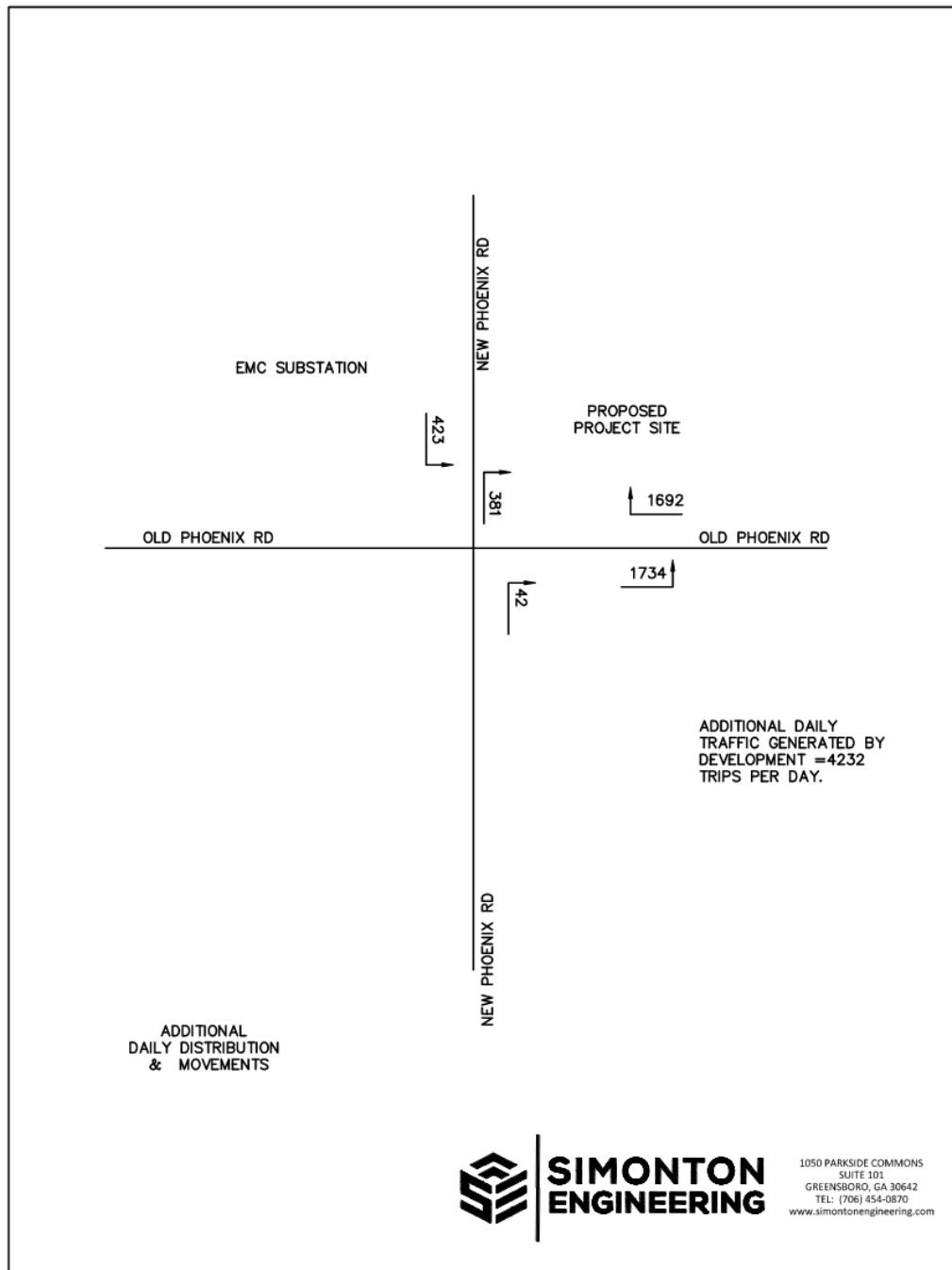
Table 1

Land Use	Total Trips	AM Peak Hour Enter/Exit	PM Peak Hour Enter/Exit	Peak Hour
Convenience Market with Gas Pumps ITE Code (853)	250	125	125	125

See below Figure for traffic distribution and Peak Hour project movements. The predominant movement at the intersection is very clear that evening traffic is north bound and evening traffic south bound on Old Phoenix Road. It is also very evident that the impacts of New Phoenix Road on the intersection is very minor. Based on the traffic through the intersection as shown above the all-way stop intersection is currently operating at average Level of Service (LOS) of A/B. The projected traffic for the traffic is substantial but approximately 40% of the projection is passer-by the LOS of the intersection is expected to change based on the proposed development, and will likely drop to a LOS of C.



Existing Peak Hour Movements for Project Figure 1



Projected Daily Traffic Movement

Turning Movement Evaluation

In order to fully evaluate the impacts on the local roadway the GDOT State Route Regulations were used that require the entrance to any development that connects to a state road will meet all state and local requirements for intersection design. As required by this provision the GDOT right turn and left turn standards were used to complete the evaluation of the entrance road on Old and New Pheonix Road for this project.

For the right turn evaluation the GDOT *Regulations for Driveway and Encroachment Control (Driveway manual)* revision 5.0, dated July 3, 2019, Section 4.9.1.1 of the manual was consulted

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

Speed limit on Old Phoenix road is 55 MPH and daily traffic is well below the 6,000 AADT for a two-lane road. This development exceeds the threshold for requiring a right URN on both Old and New Phoenix Roads. Because of the limited room for roadway widening at the intersection, this should be worked out during the site design phase of the project.

For the left turn evaluation the GDOT *Regulations for Driveway and Encroachment Control (Driveway manual)* revision 5.0, dated July 3, 2019, Section 4.9.1.2 of the manual was consulted.

4.9.1.2 Minimum Requirements for Left Turn Lanes

Left turn lanes must be constructed at no cost to the Department if the daily site generated Left Turn Volumes (LTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-7a **Condition 1**. If the LTVs are below the requirements for **Condition 1**, the applicant may be required to construct a Right Hand Passing Lane (see **Figure 4-7** if they meet the criteria in Table 4-7b **Condition 2**). The District Traffic Engineer will use engineering judgment to determine if the field conditions would allow construction of the Right Hand Passing Lane. Passing lane sections fall under the criteria for two or more lanes.

Condition 1

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

Condition 2

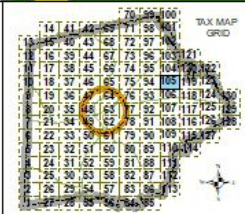
LEFT TURN REQUIREMENTS w/Right Hand Passing Lane Option		
Posted Speed	2 Lane Routes only	
	ADT	
	<4,000	>=4,000
35 MPH or Less	200 LTV a day	125 LTV a day
40 to 45 MPH	100 LTV a day	75 LTV a day
50 to 55 MPH	75 LTV a day	50 LTV a day

Table 4-7b Minimum Volumes Requiring Right Hand Passing Lanes

As noted above Old Pheonix Road has significantly less than the 6,000 ADT and has a posted speed limit of 55 MPH, which would require a center left turn lane if projected left turns exceeded 250 LTV per day under condition 1. Projected distribution does meet this threshold for requiring the center left turn lane. As stated above the lane additions should be addressed during the design phase of the project.

Conclusions & Recommendations

This study meets the requirements of the *Putnam County Traffic Impact Study* in that it assess and project's impact of the development on the existing infrastructure based on the projected site plan included. As noted above, both a right turn lane and a left turn lane is warranted on Old Phoenix Rd and New Phoenix Rd. During the site design phase we should consider one of the drives being limited access and the other being moved as far away from the intersection as possible.



GEOGRAPHIC FEATURE LEGEND

- | | | | |
|-----------------|----------------------|------------------------------|--|
| Eatonton Limits | Agriculture/Forestry | Mixed Use | Residential |
| County Boundary | Commercial | Park/Recreation/Conservation | Transportation/Communication/Utilities |
| Roads | Industrial | Public/Institutional | Undeveloped/Vacant |
| Parcels | | | |
| Parcel Hooks | | | |



Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-8160
Web:
www.middlegeorgia.org

PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS



MAP 105

MAP SCALE: 1" = 400' SCALE RATIO: 1:4,800 DATE: JUNE 2025

File Attachments for Item:

9. Authorization for Chairman to sign Thunder Valley Commercial Development August 2025 Settlement Agreement (staff-CA)

THUNDER VALLEY COMMERCIAL DEVELOPMENT AUGUST 2025 SETTLEMENT AGREEMENT

This Thunder Valley Commercial Development August 2025 Settlement Agreement (“Agreement”) is entered into by and among Thunder Valley Owners Association, Inc. and 21 individual resident appellants, listed on Exhibit “B” attached hereto (collectively, “Thunder Valley HOA”), developer Molfin Investments, LLC (“Molfin”), and Putnam County, Georgia (collectively, “the Parties”), effective as of the August, 2025 execution dates below.

WHEREAS, Molfin has proposed commercial development of 14+- acres between Thunder Road and Scott Rd. on SR 44 in front of Thunder Valley residential subdivision, with a detention pond near the intersection of Thunder Road and SR 44, and has presented Putnam County with a proposed Preliminary Plat and Final Plat;

WHEREAS, Thunder Valley HOA appealed Putnam County’s approval of the Preliminary Plat, and Thunder Valley HOA and Molfin have threatened litigation against Putnam County relating to the Preliminary Plat during the pendency of the appeal;

WHEREAS, during the pendency of the appeal on the Preliminary Plat, Molfin proposed a Final Plat to Putnam County, which Thunder Valley HOA objected to, and which is currently tabled by Putnam County;

WHEREAS, the Parties have a dispute concerning Molfin’s proposed commercial development, the Preliminary Plat and the Final Plat (the “Dispute”);

WHEREAS, the Parties deny each others’ respective claims, counterclaims, defenses and other legal and factual positions relating to the Dispute;

WHEREAS, the Parties wish to enter into this Agreement for the purpose of resolving their Dispute on the terms described in this Agreement, to avoid the expense, uncertainty, acrimony, and inconvenience of proceedings and litigation concerning the Dispute; and

WHEREAS, this Agreement is entered into by the Parties in settlement of the Dispute;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the sufficiency and adequacy of which is hereby acknowledged by the Parties, the Parties agree as follows:

A. Development Agreement.

Molfin’s commercial development shall be developed pursuant to the following terms, which shall govern and be included in and to the maximum extent feasible be shown on the Final Plat:

1. Molfin’s revised site plan presented to Thunder Valley HOA and Putnam County in settlement discussions, revised and dated August 14, 2025, to reflect agreements of the

Parties and attached hereto as Exhibit “A” shall govern Molfin’s commercial development. The Final Plat shall be revised to reflect Exhibit “A” and the terms outlined herein and shall bear the notation **“Thunder Valley Commercial Development August 2025 Settlement Agreement on file with Putnam County and Thunder Valley HOA is incorporated herein by reference and shall govern this commercial development.”**

2. Molfin shall add green giant arborvitae trees ten feet on center and eight feet tall at planting along the north side of the Scott Road Extension. Trees shall be planted within 10 feet of the back of curb;
3. Molfin shall plant green giant arborvitae trees ten feet on center and eight feet tall at planting around the detention pond on the north, west and east sides;
4. Molfin shall plant green giant arborvitae trees ten feet on center and eight feet tall at planting on the perimeter of Riverside Drive and Thunder Road, as shown on Exhibit “A”, including but not limited to on Lots 8 and 9 adjacent to residentially zoned parcels as currently shown on the site plan;
5. The trees outlined above shall be planted on or before October 15, 2025, and Molfin shall bond, warranty or replace any trees that are removed, damaged or die for a period of two years after installation, and Molfin’s property owner’s association shall maintain the tree buffer set forth herein. As to paragraphs 2-4, Molfin reserves the right to select and plant a different but substantially similar tree variety/species so long as it is an evergreen buffer tree of similar quality, size and location to the specifications set forth above, if written consent from Thunder Valley HOA is obtained beforehand. This reservation is to ensure Molfin is able to comply with the planting requirement based on local variety and availability at the time of planting;
6. Any commercial center multi-tenant sign shall not be placed near the corner of Thunder Road and SR 44, but instead shall be placed near the middle of the center or near the corner of Scott Road Extension and SR 44;
7. Subject to County traffic approval, Molfin shall paint a “pork chop” traffic control marking at the Thunder Road curb cut into the center which directs traffic to be right out only except for residential traffic, and install a sign that reads “No Through Traffic Left – Residential Traffic Only”. If the County does not approve the paint “pork chop”, it shall not be required. Furthermore, if the Thunder Pointe Drive must be enlarged to paint the “pork chop”, this painting shall not be required. ;
8. Molfin shall install a sign that reads “No Through Traffic – Residential Traffic Only” at the exit of Scott Road Extension onto Riverside Drive;
9. Molfin and related entities shall not propose or develop a gas station/convenience store in the development. If any purchaser from Molfin proposes a gas station/convenience store, purchaser shall provide written notice to Thunder Valley Owners Association, Inc. before the application for a building permit is processed to allow the Association and neighbors

to present an objection/appeal to the County within 10 days of notice receipt. Proof of notification shall be filed with the application. Putnam County has not received or approved or made any decisions concerning a gas station / convenience store at the property to date. Thunder Valley HOA reserves all rights relating and objections to or appeals of a gas station/convenience store on the property.

10. Molfin shall allow Thunder Valley HOA to replace its previous sign, which is still in existence, on the detention pond parcel, and hereby provides a 10' x 15' easement area as shown on the Final Plat to repair, construct, maintain or replace said sign on the detention pond parcel. Thunder Valley HOA shall request its current property casualty insurance to add the sign to Thunder Valley HOA's insurance coverage, shall submit any proposed new and different sign in the future to the developer's property owner's association for design approval and shall provide notice to said property owner's association prior to any repair, construction, maintenance or replacement of said sign.
11. Molfin shall install a sidewalk along the Scott Road Extension from the SR 44 right of way to Riverside Drive, and along Riverside Drive along Riverside Drive, as shown in Exhibit "A" so long as such installation does not require any relocation of utilities and the County approves installation within its Riverside Drive right of way. The sole access to Thunder Road and Riverside Drive shall be those shown on Exhibit "A";
12. Thirty foot (30 foot) building setback on lots 7, 8, 9, 10, the four rear lots where adjacent to Thunder Road and Riverside Drive. The fifty foot (50 foot) buffer shall still apply to these lots where they directly abut residentially zoned parcels, per Putnam County ordinances;
13. No vape stores (more than 20% vape sales) or bars are permitted in the development.
14. "Dark sky" light fixtures shall be required in the commercial center development and its covenants;
15. Molfin shall provide its draft covenants to Thunder Valley HOA for a 10-day review and comment period before finalizing and recording the covenants. Molfin is not required to make changes to the covenants based on comments from Thunder Valley HOA;
16. The detention pond will remain a detention pond and common area, and shall not be buildable property or otherwise used for a building and not a detention pond, with a notation of such in the covenants and Final Plat;
17. The new Thunder Pointe Road's connection and access to Riverside Drive shall be temporary only and shall be disconnected within 6 months due to the anticipated connection of Scott Road Extension/new Lake Point Drive, to Riverside Drive. Upon the removal of this connection, Molfin shall demolish the recently placed concrete and restore the disturbed area to stabilized grass;

18. Putnam County shall approve and provide the final Chairman's signature on the Final Plat subject to the terms of this Agreement. The Final Plat shall not be recorded until after this Agreement is signed by all parties. The Final Plat pursuant to this Agreement shall resolve and conclude Thunder Valley HOA's objection to the Final Plat and also shall resolve and conclude Thunder Valley HOA's appeal of the Preliminary Plat with a notation on the Final Plat that the Final Plat supersedes the Preliminary Plat, rendering disputes about the Preliminary Plat as moot.

B. No Assignment. The Parties hereby represent that they have not assigned, transferred or purported to assign or transfer to any individual or entity any of the rights, claims, or causes of action that they respectively release in this Agreement.

C. No Admission of Liability. Neither the execution of this Agreement nor the offering or acceptance of the consideration supporting it shall constitute or be considered as an admission of any fact or as an admission, acknowledgment, or recognition of any fault or liability whatsoever.

D. Mutual Drafting. This Agreement is the result of a collaborative effort and shall be deemed to be drafted collectively by the Parties, with equal bargaining position, and the Parties hereby agree and stipulate that no ambiguities contained herein shall be construed in favor of any party against another.

E. Choice of Law. This Agreement, including, without limitation, all claims for breach thereof, shall be governed by and construed in accordance with the laws of the State of Georgia.

F. Severability. The Parties intend for each and every portion of this Agreement to be enforceable and enforced. If any portion hereof is determined not to be enforceable, the Parties intend for the remainder of the Agreement to remain in full force and effect.

G. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. A signed copy of this Agreement delivered by e-mail, facsimile or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

H. Notice. All notices required or permitted to be given hereunder shall be in writing, delivered via email and either in person, via statutory overnight delivery or mailed postage prepaid by certified or registered mail, return receipt requested, and shall be effective from the date of mailing or upon delivery by hand. Notices shall be directed as follows or via updated contact information provided in writing in the future:

Thunder Valley Property Owner's Association, Inc.:
c/o Renee Burgdorf
122 Thunder Road
Eatonton, GA 31024

tvoaneighbor@gmail.com

With a copy to:

R. Matthew Reeves, Esq.
 Andersen, Tate & Carr, P.C.
 One Sugarloaf Centre
 1960 Satellite Blvd., Suite 4000
 Duluth, GA 30097
 mlecrow@gaskinslecrow.com and mreeves@atclawfirm.com

Molfin Investments, LLC:

c/o Brandon Burgess
 166 Sammons Industrial Parkway
 Suite 100 PMB 106
 Eatonton, Georgia 31024

bburgess@landmark-cd.com

Putnam County:

Putnam County Board of Commissioners
 c/o Chairman
 117 Putnam Drive
 Eatonton, Georgia 31024

With a copy to:

Putnam County Attorney
 117 Putnam Drive
 Eatonton, Georgia 31024

INTENDING TO BE LEGALLY BOUND, each Party hereby executes the Agreement as of the date set forth on the following page.

[SIGNATUER PAGE TO FOLLOW]

Putnam County, Georgia

_____	_____
By:	Date
Its:	

Molfin Investments, LLC

_____	_____
By: Brandon Burgess,	Date
Its: Manager	

Thunder Valley Property Owners Association, Inc.

_____	_____
By:	Date
Its:	

Thunder Valley Property Owners Association, Inc. and 21 Individual Co-Appellants

_____	_____
By: R. Matthew Reeves, Esq.	Date
Their Attorney	

Exhibit “A” Final Plat dated August 14, 2025

Exhibit “B” List of 21 Individual Appellants

1. Joanna Stovall, 138 Thunder Road
2. Keith Palmer, 106 Thunder Road
3. Lisa Petersen & Robert Nariss, 142 Thunder Road
4. Jerry Ellerbee, 116 Thunder Road
5. Eric Estroff, 150 Riverside Drive
6. Renee & Paul Burgdorf, 122 Thunder Road
7. Mark Lecraw, 112 Riverside Drive
8. Steven Petersen, 114 Riverside Drive (Lots 6, 8, 9, 10 and 11)
9. Thomas Parham, 142 Riverside Drive
10. Bruce Beaty, 126A Thunder Road
11. Jerry Donovan, 144 Thunder Road
12. James Kevin Simpson, 146 Riverside Drive
13. Deborah Chapman, 130 Thunder Rd.
14. Fran Rose, 140B Thunder Rd.
15. Coy Powell, 146 Thunder Rd.
16. Jack Lawrence, 133 Thunder Rd.
17. Michelle Sheintal, 134 Thunder Rd.
18. Keith and Katherine Keeney, 114 Thunder Rd.
19. Renee & Mark Gordon, 106 Clack Circle
20. Anthony Romano, 140 Thunder Road
21. Brian Adamo, 104 Thunder Road

File Attachments for Item:

10. Discussion and possible action to revise the fee and deposit for public rental of the building at Jimmy Davis Park (RG)

JIMMY DAVIS PARK BUILDING RENTAL

The cost to the public to rent the building at Jimmy Davis Park is currently \$600 for four hours, plus a \$250 refundable deposit. The fee was increased after the county reinvested in the park in 2023, and was designed to ensure the facility was kept in good condition by renters. This building was once a popular site for family gatherings and other events, but very few rentals have taken place since the higher fee was imposed.

In 2024, the Jimmy Davis Park Partnership Advisory Committee voted to recommend to the BOC that the fee be lowered by \$100, but no further action was taken.

Commissioner Garrett and the County Manager have discussed a lower fee (\$300) to make renting more affordable, but a higher deposit (\$300) to ensure renters leave the building in good order. The goal is to increase community use of the building and increase revenue for the Recreation Department. Also, extending the rental period to up to six hours will give renters more time flexibility. These proposed changes are in response to community feedback.

File Attachments for Item:

12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 1 (General Provisions), Sec. 1-2. - Definitions and rules of construction (SH)

Proposed amendment to the Putnam County Code of Ordinances,
Chapter One, Section Two: Definitions

The change would be just to define a "business day".

To add: "Business Day is Monday through Friday 9:00 am to 5:00 pm, except Holidays".

I would like to see the "office hours" posted somewhere on the website also.

Steve Hersey