



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

Agenda

Thursday, September 04, 2025 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Planning & Zoning Commission will conduct a public hearing meeting on September 4, 2025 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA. The following agenda will be considered:

Opening

1. Call to Order
2. Attendance
3. Rules of Procedures

Minutes

4. Approval of Minutes 8-7-25

Requests

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**].*

New Business

Adjournment

The Planning & Zoning Commission meeting will be conducted pursuant and in accordance with O.C.G.A. Chapter 36-66.

Notice: All opponents to any rezoning request on the Planning & Zoning Commission and the Board of Commissioners agendas must file a disclosure of campaign contributions with the Planning & Development Department within five calendar days prior to public hearings if you have contributed \$250.00 or more to an elected official in Putnam County within the last five years.

*The Putnam County Board of Commissioners will hear these agenda items on September 16, 2025 at 6:00 P.M., in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA 31024.

The full meeting package can be reviewed in the Planning & Development office upon request.

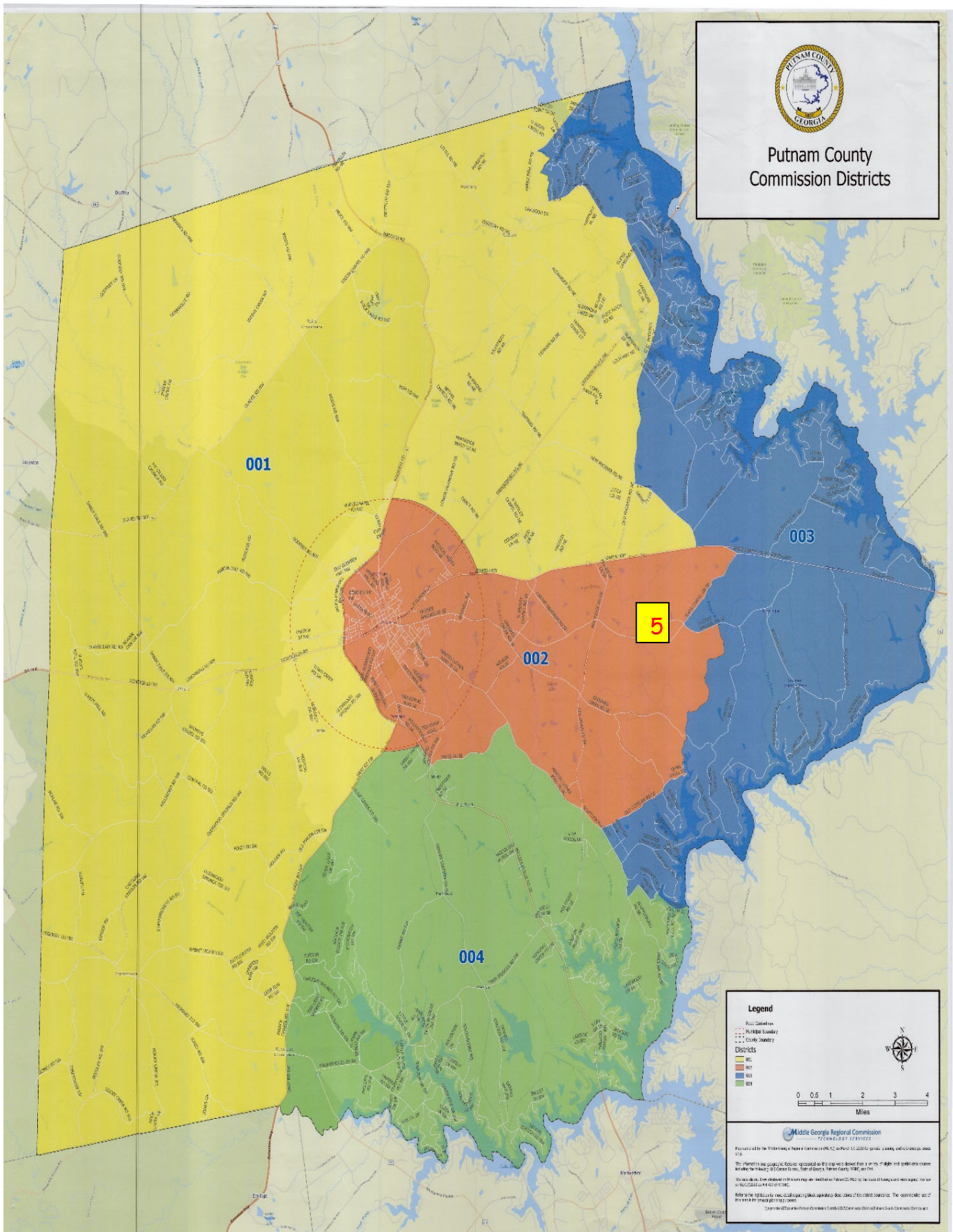
The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits.

The Board of Commissioners' hearing will be conducted pursuant to O.C.G.A. 50-14-1 and Section 66-159 of the Putnam County Code of Ordinances and meets the requirements of the Zoning Procedures Laws established in O.C.G.A 36-66.

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].***



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].*



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4

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

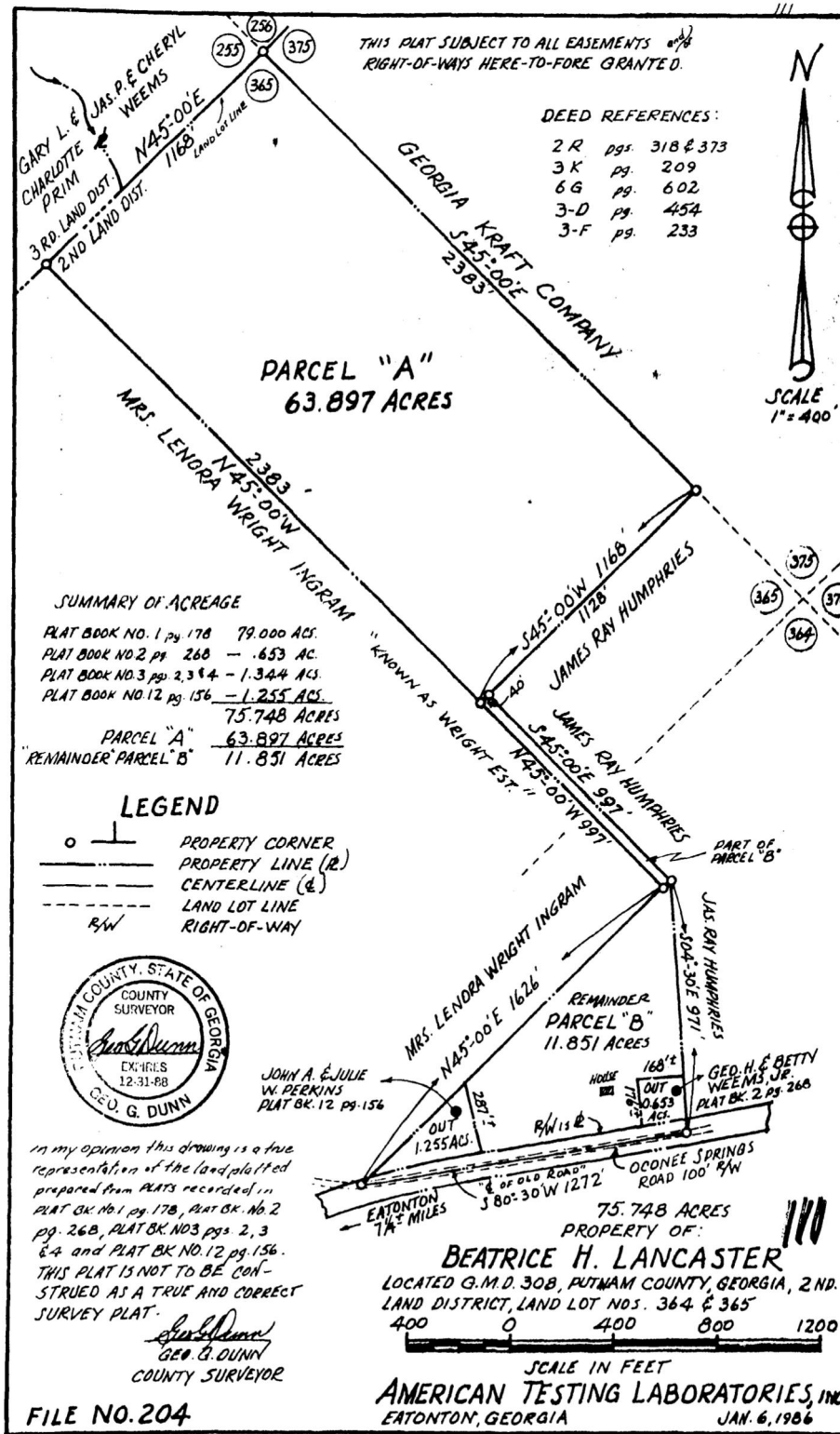
PLANNING & ZONING HEARING: 9-4-25

RESULT:

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

RESULT:

recorded 5/22/86 by Sheila O. Paulson



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

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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



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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

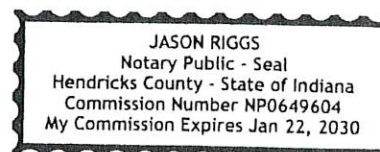
Owner or Applicant Signature

[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


Vicki Schubert

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.

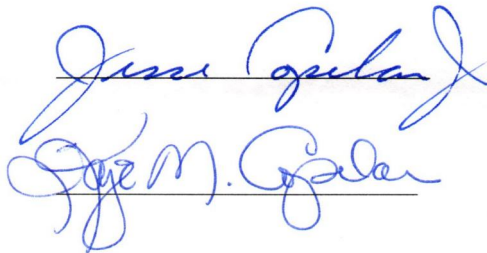
This 7th day of September, 1999.



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

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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: _____

**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:

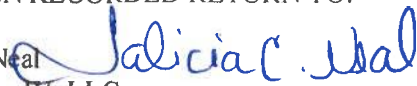
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable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

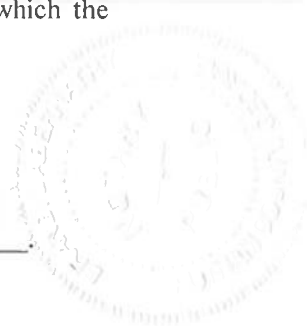
GRANTOR ACKNOWLEDGMENT

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.

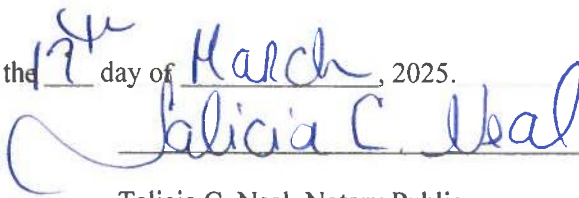
GRANTEE ACKNOWLEDGMENT

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:

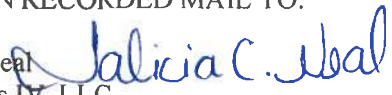
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable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

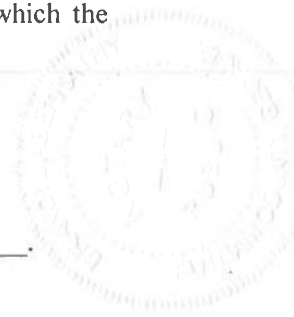
GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF Buham

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

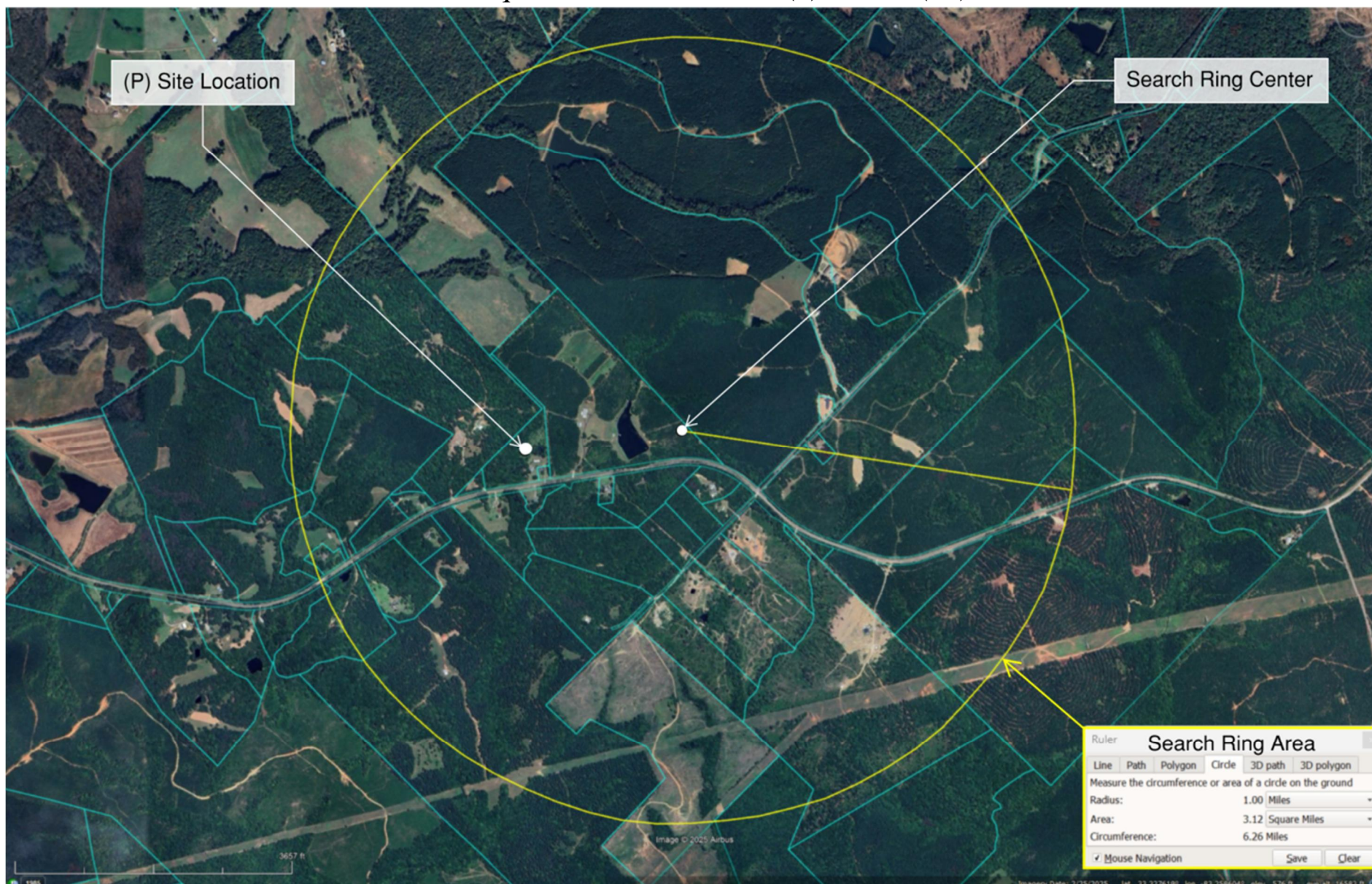


Notes:

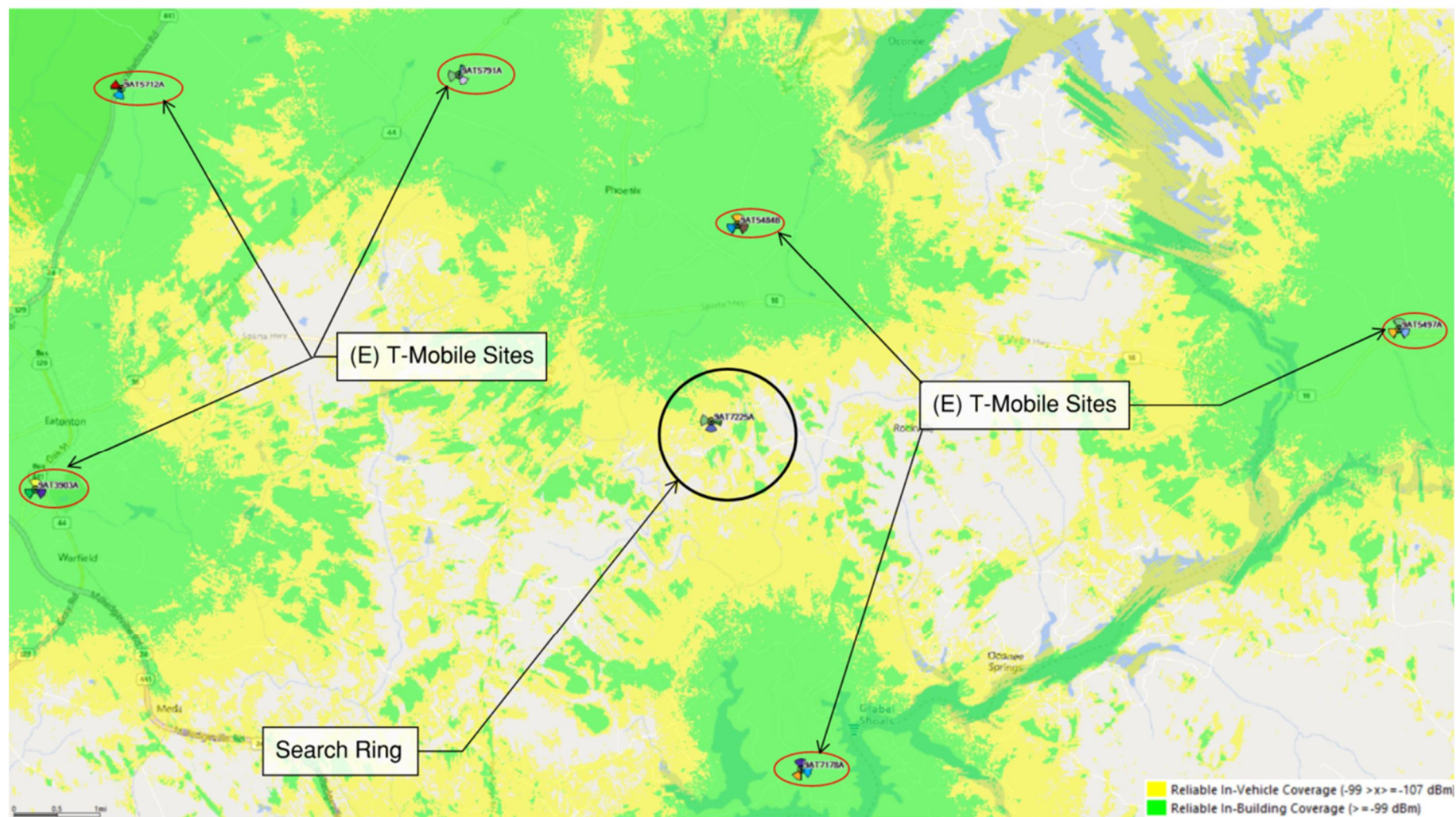
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable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

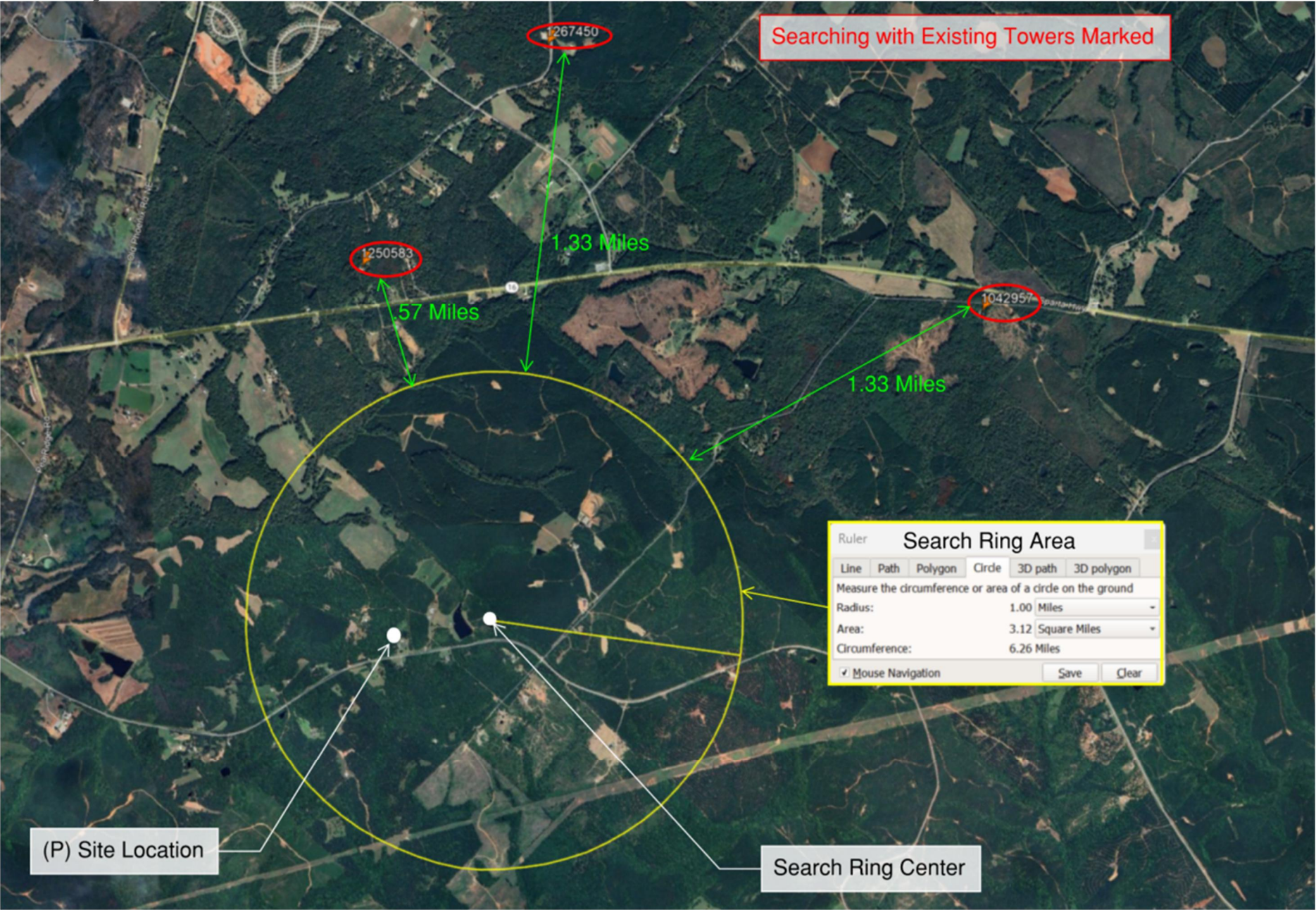
EXHIBIT A

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)

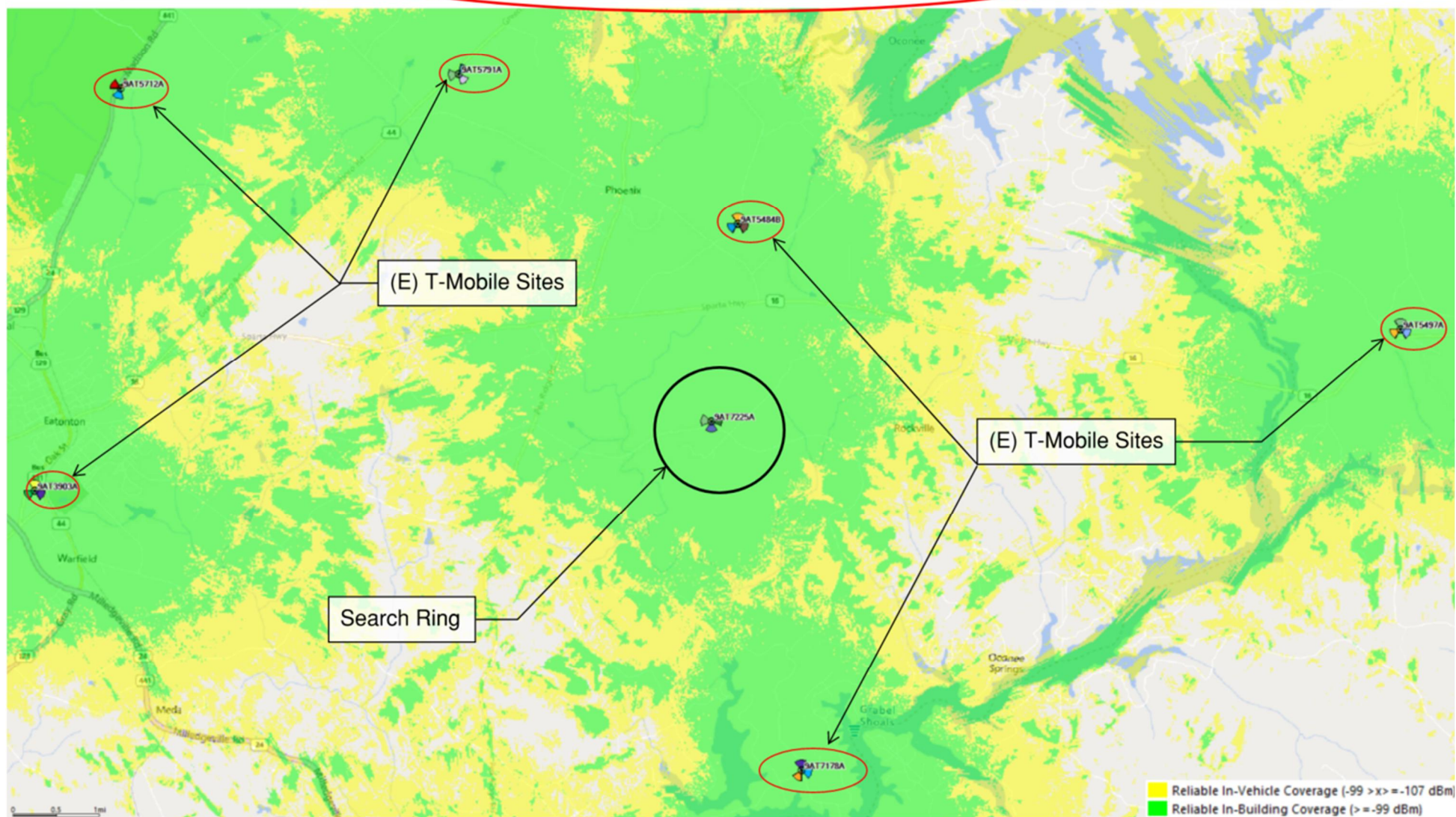


EXHIBIT B

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.

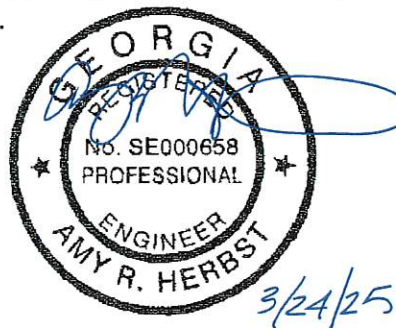
Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where 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,

A handwritten signature in blue ink, appearing to read "M D A".

Mike Daubenmire

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

EXISTING LEGEND

PROPERTY LINE

EASEMENT LINE

FENCE LINE

FIBER LINE

COMMUNICATION LINE

GAS MAIN

OVERHEAD POWER LINE

UNDERGROUND POWER LINE

CURB AND GUTTER

RETAINING WALL

CONTOUR MAJOR

CONTOUR MINOR

STORM SEWER

SANITARY SEWER

WATERMAIN

TREELINE

SIGN

FLARED END

STORM MANHOLE

STORM CATCHBASIN

SANITARY SEWER MANHOLE

CLEANOUT

GAS METER

POST INDICATOR VALVE

VALVE

WELL

AUTOMATIC SPRINKLER

HYDRANT

ELECTRICAL MANHOLE

COMMUNICATION MANHOLE

AIR CONDITIONING UNIT

ELECTRICAL METER

GUY WIRE

HAND HOLE

CABLE BOX

POWER POLE

LIGHT POLE

TREE

DRAINAGE DIRECTION

BITUMINOUS PAVMENT

CONCRETE PAVEMENT

AGGREGATE SURFACING

PROPOSED LEGEND

PROPERTY LINE

LEASE LINE

LIMITS OF DISTURBENCE

SETBACK LINE

EASEMENT LINE

FENCE LINE

FIBER LINE

GROUNDING LINE

POWER LINE

CURB AND GUTTER

CONTOUR MAJOR

CONTOUR MINOR

RIDGELINE

SWALE

STORM SEWER

SILT FENCE

GUY WIRE

FULL DEPTH SAWCUT

REMOVE CURB AND GUTTER

REMOVE UTILITY LINES

FILL AND ABANDON UTILITY LINE

SPOT ELEVATION

HIGHPOINT ELEVATION

LOWPOINT ELEVATION

MATCH EXISTING

EMERGENCY OVERFLOW ELEVATION

DRAINAGE DIRECTION

REMOVE TREE

ROCK CONSTRUCTION ENTRANCE

EROSION CONTROL BLANKET

BITUMINOUS PAVEMENT

CONCRETE PAVEMENT

AGGREGATE SURFACING

REMOVE BITUMINOUS SURFACE

REMOVE CONCRETE SURFACE

REMOVE BUILDING

CLEARING & GRUBBING



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 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
LEGEND

DRAWING NO.	REVISION:
T-2	1

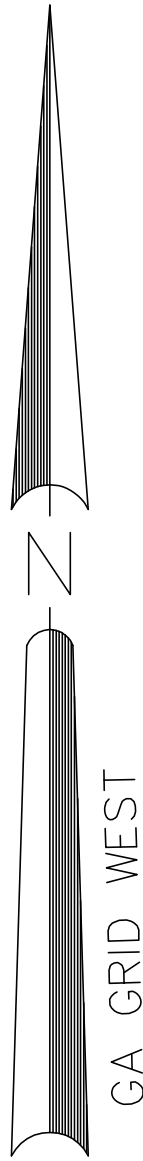


LOCATION MAP

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 107 024
MICHAEL LEFTWICH
PB 12, PG 156

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

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.

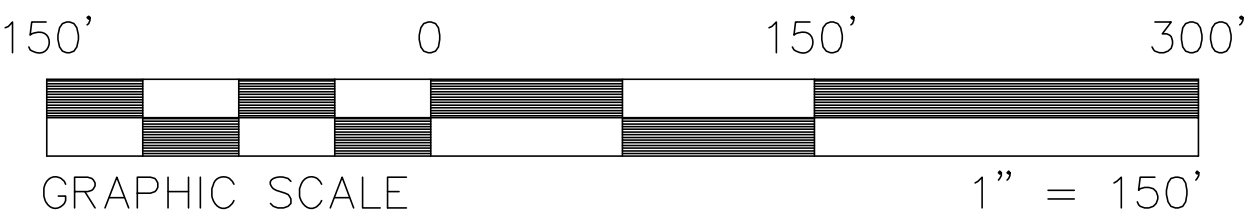
THIS PLAT HAS BEEN CALCULATED
FOR CLOSURE AND IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN
25,000+ FEET.

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
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.
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

KIMLEY-HORN

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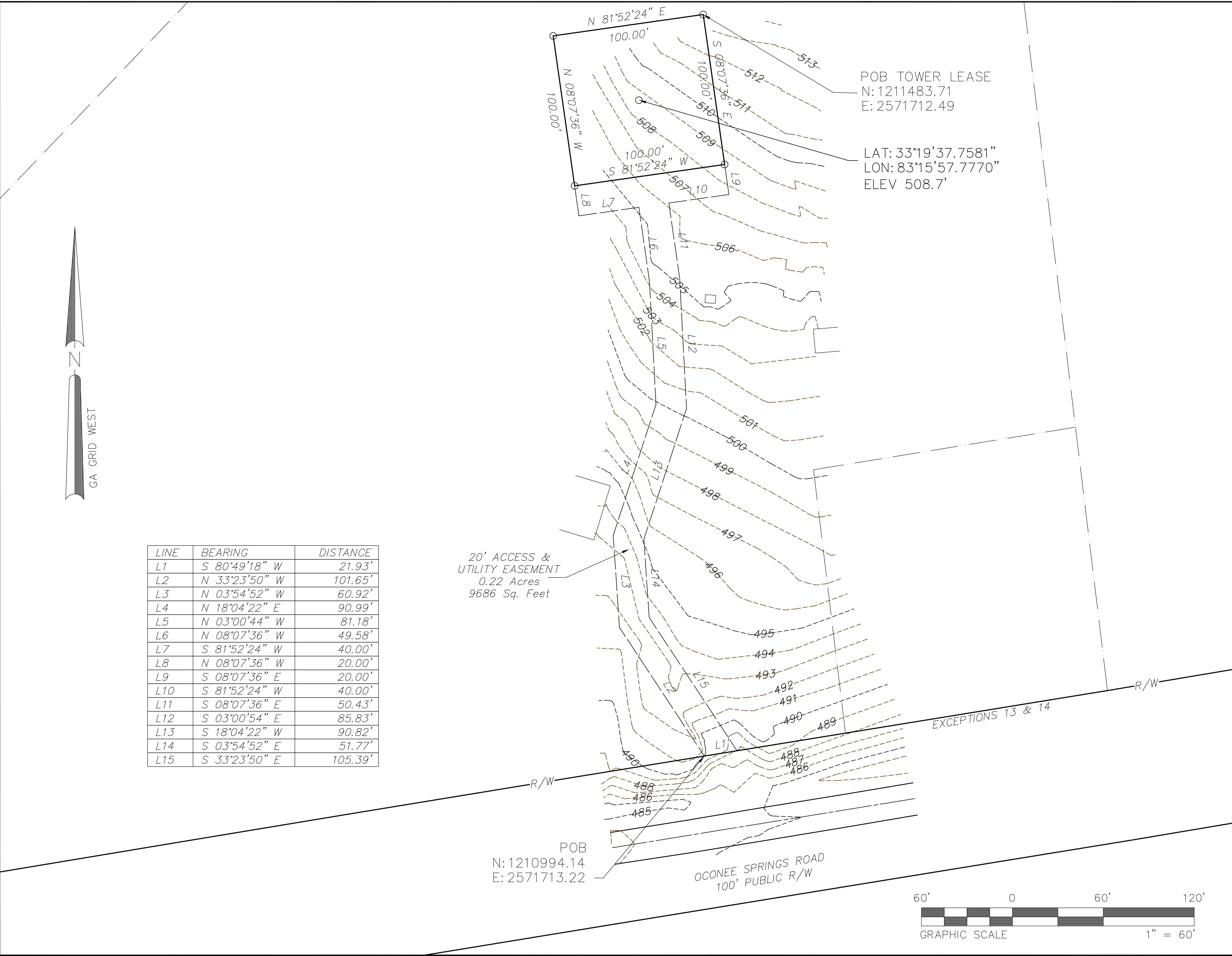
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WILLIAM R. GORE PROFESSIONAL LAND SURVEYING

William R. Gore

WILLIAM R. GORE
LAND SURVEYOR - GA. 2502

Date: 02/13/2025



LINE	BEARING	DISTANCE
L1	S 80°49'18" W	21.93'
L2	N 33°23'50" W	101.65'
L3	N 03°54'52" W	60.92'
L4	N 18°04'22" E	90.99'
L5	N 03°00'44" W	81.18'
L6	N 08°07'36" W	49.58'
L7	S 81°52'24" W	40.00'
L8	N 08°07'36" W	20.00'
L9	S 08°07'36" E	20.00'
L10	S 81°52'24" W	40.00'
L11	S 08°07'36" E	50.43'
L12	S 03°00'54" E	85.83'
L13	S 18°04'22" W	90.82'
L14	S 03°54'52" E	51.77'
L15	S 33°23'50" E	105.39'

20' ACCESS &
UTILITY EASEMENT
0.22 Acres
9686 Sq. Feet

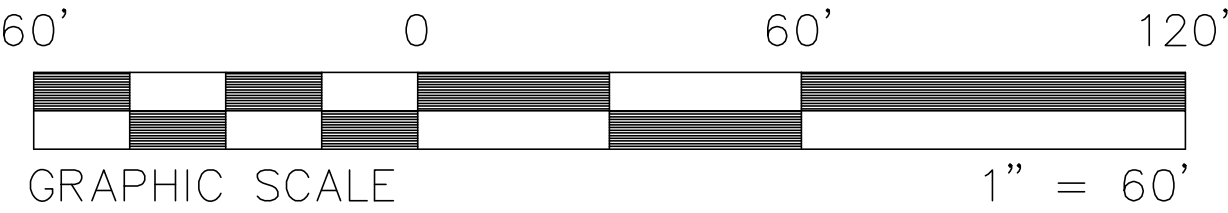
POB TOWER LEASE
N: 1211483.71
E: 2571712.49

LAT: 33°19'37.7581"
LON: 83°15'57.7770"
ELEV 508.7'

POB
N: 1210994.14
E: 2571713.22

OCONEE SPRINGS ROAD
100' PUBLIC R/W

EXCEPTIONS 13 & 14



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
EATONTON, GA 31024
PUTNAM COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

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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 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.

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





NOTES:

- 1. TOWER LATITUDE, LONGITUDE, & ELEVATION MEET FAA "1-A" ACCURACY REQUIREMENTS.
- 2. EXISTING FEATURES SHOWN HEREON ARE BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS. SEE LS SHEETS FOR SURVEY.
- 3. THE CONTRACTOR SHALL FIELD-VERIFY THE LOCATION OF ALL EXISTING ABOVE GROUND AND UNDERGROUND IMPROVEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY RELOCATION OR REPAIR OF EXISTING IMPROVEMENTS DUE TO DAMAGE CAUSED DURING CONSTRUCTION.
- 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.
- 6. CONTRACTOR TO VERIFY POWER & TELCO DEMARCS WITH UTILITY PROVIDERS PRIOR TO BIDDING PROJECT.
- 7. CONTRACTOR TO FILL ANY EXISTING GRAVEL AREAS THAT ARE DISTURBED DURING THE COURSE OF CONSTRUCTION, GRAVEL TO MATCH EXISTING
- 8. CONTRACTOR TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES
- 9. CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW
- 10. CONTRACTOR SHALL PROVIDE ALL REQUIRED EROSION CONTROL TECHNIQUES AND BEST MANAGEMENT PRACTICES PER LOCAL AND STATE REQUIREMENTS AS APPLICABLE
- 11. CONTRACTOR TO REMOVE EXISTING TREES AS NEEDED WITHIN THE PROPOSED LEASE AREA, INGRESS/EGRESS, AND UTILITY EASEMENT
- 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
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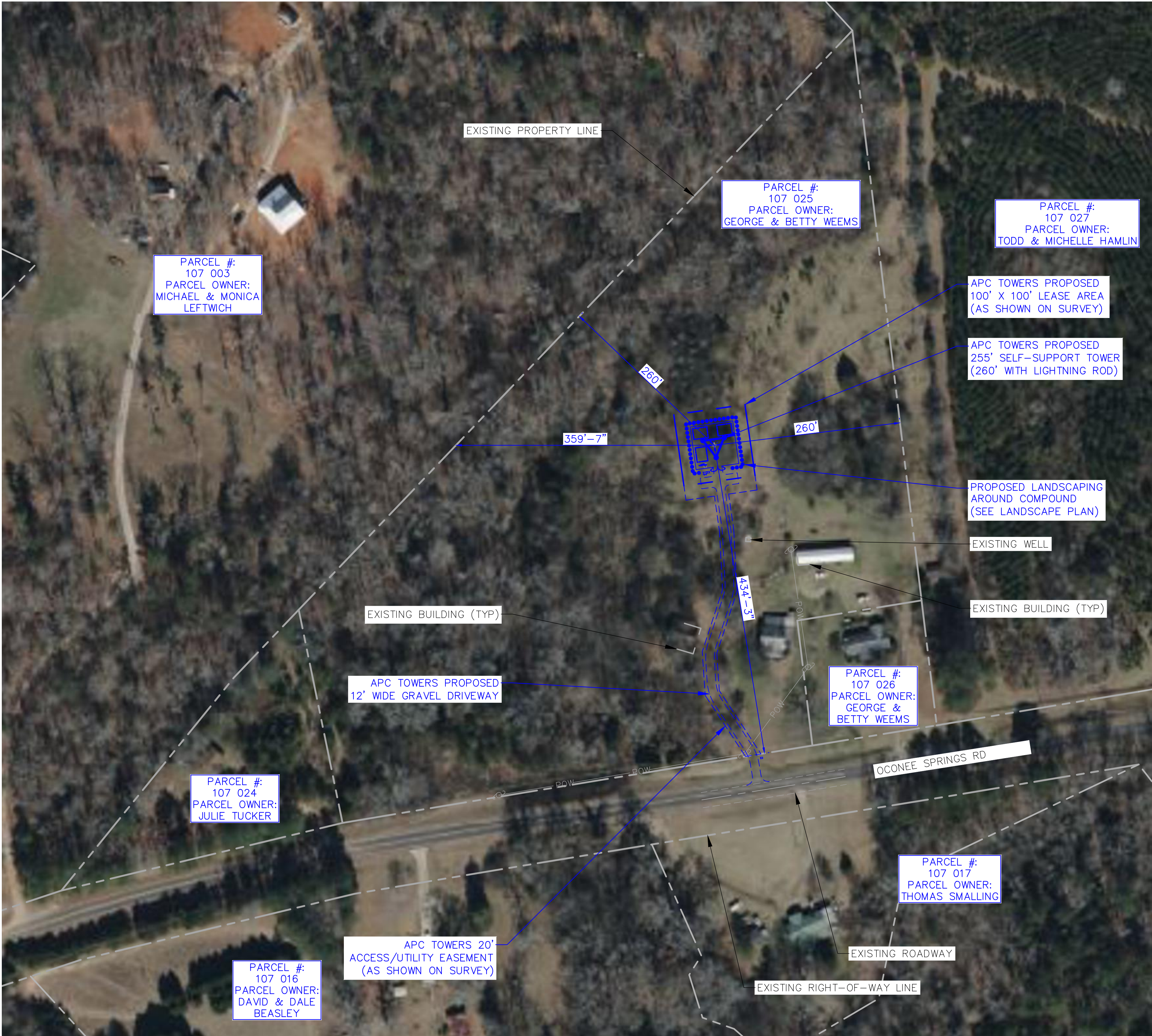
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DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

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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: AERIAL SITE PLAN	
DRAWING NO. C-0	REVISION: 1



NOTES:

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LONGITUDE: -83° 15' 57.77"
GROUND ELEVATION: 508.7'

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NORTH	255'	±260'
SOUTH	255'	±434'
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1 AERIAL SITE PLAN
SCALE: 1" = 80'-0" (FULL SIZE)
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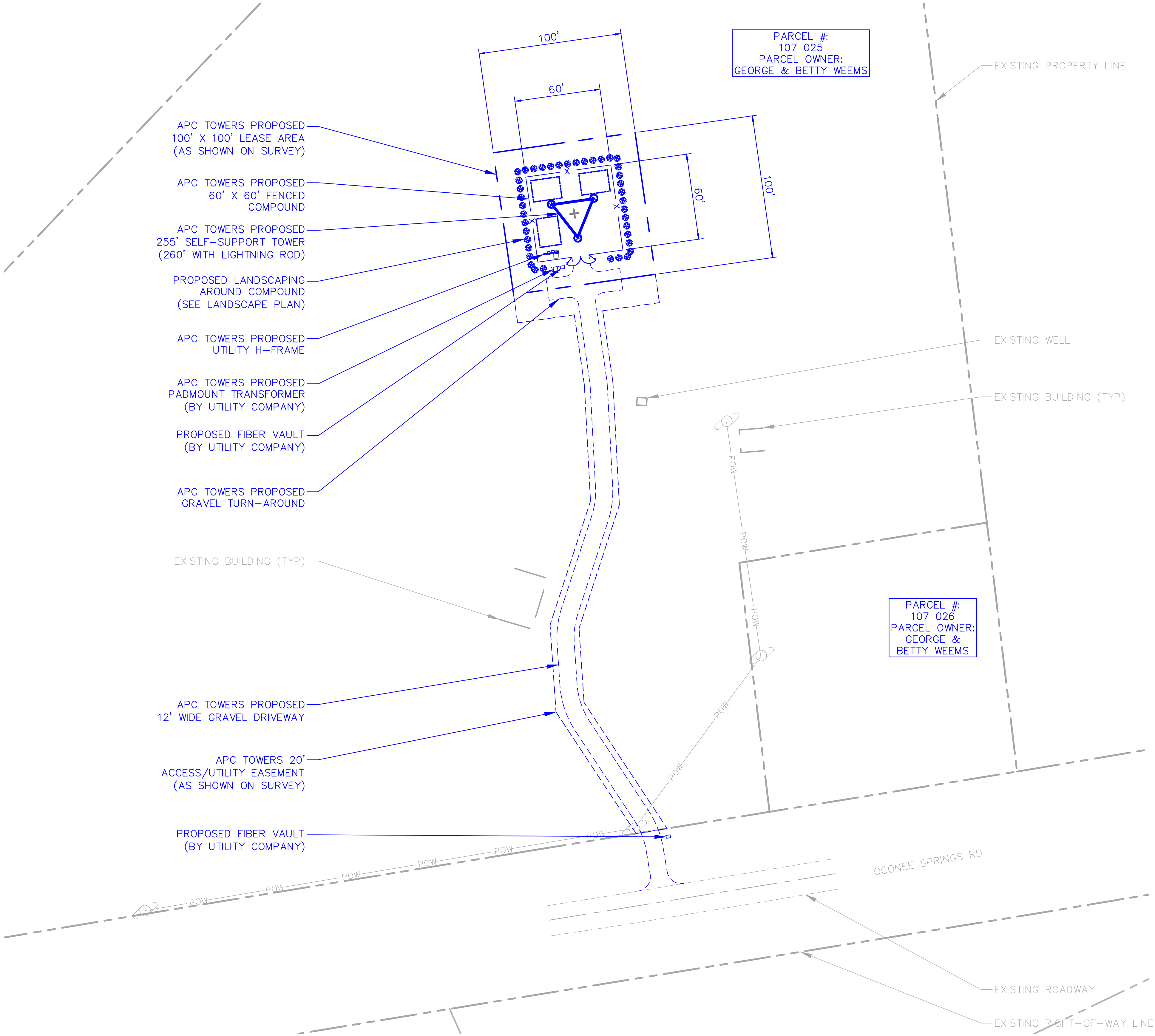
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DRAWN BY:	TAM
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NO.	DATE	DESCRIPTION

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FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:
AERIAL SITE PLAN

DRAWING NO.	REVISION:
C-1	1




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6. CONTRACTOR TO VERIFY POWER & TELCO DEMARCS WITH UTILITY PROVIDERS PRIOR TO BIDDING PROJECT.
7. CONTRACTOR TO FILL ANY EXISTING GRAVEL AREAS THAT ARE DISTURBED DURING THE COURSE OF CONSTRUCTION, GRAVEL TO MATCH EXISTING
8. CONTRACTOR TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES
9. CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW
10. CONTRACTOR SHALL PROVIDE ALL REQUIRED EROSION CONTROL TECHNIQUES AND BEST MANAGEMENT PRACTICES PER LOCAL AND STATE REQUIREMENTS AS APPLICABLE
11. CONTRACTOR TO REMOVE EXISTING TREES AS NEEDED WITHIN THE PROPOSED LEASE AREA, INGRESS/EGRESS, AND UTILITY EASEMENT
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

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'

1 OVERALL SITE PLAN
SCALE: 40' 20' 0 40' 1"=40'-0" (FULL SIZE) 1"=80'-0" (11x17)



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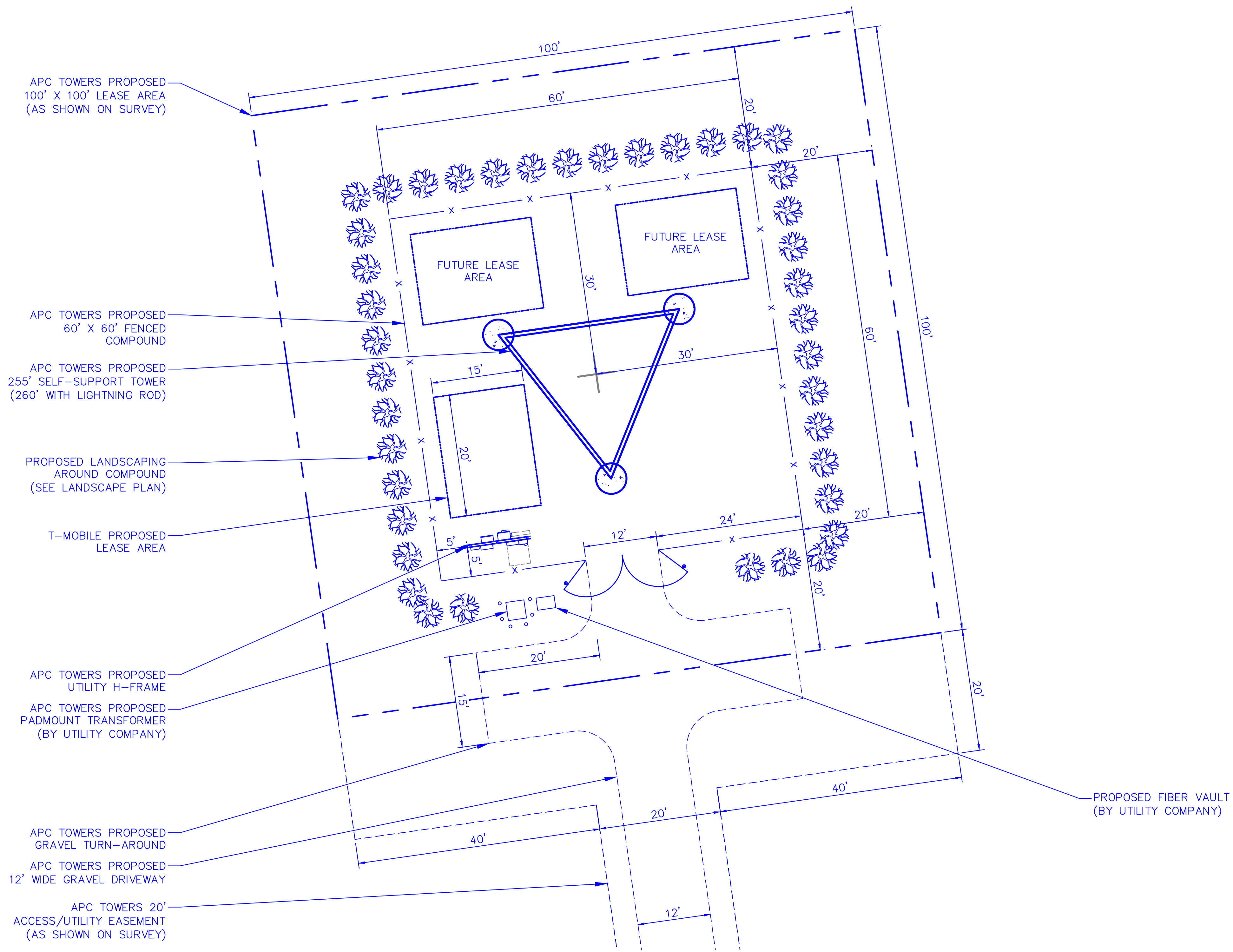
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DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

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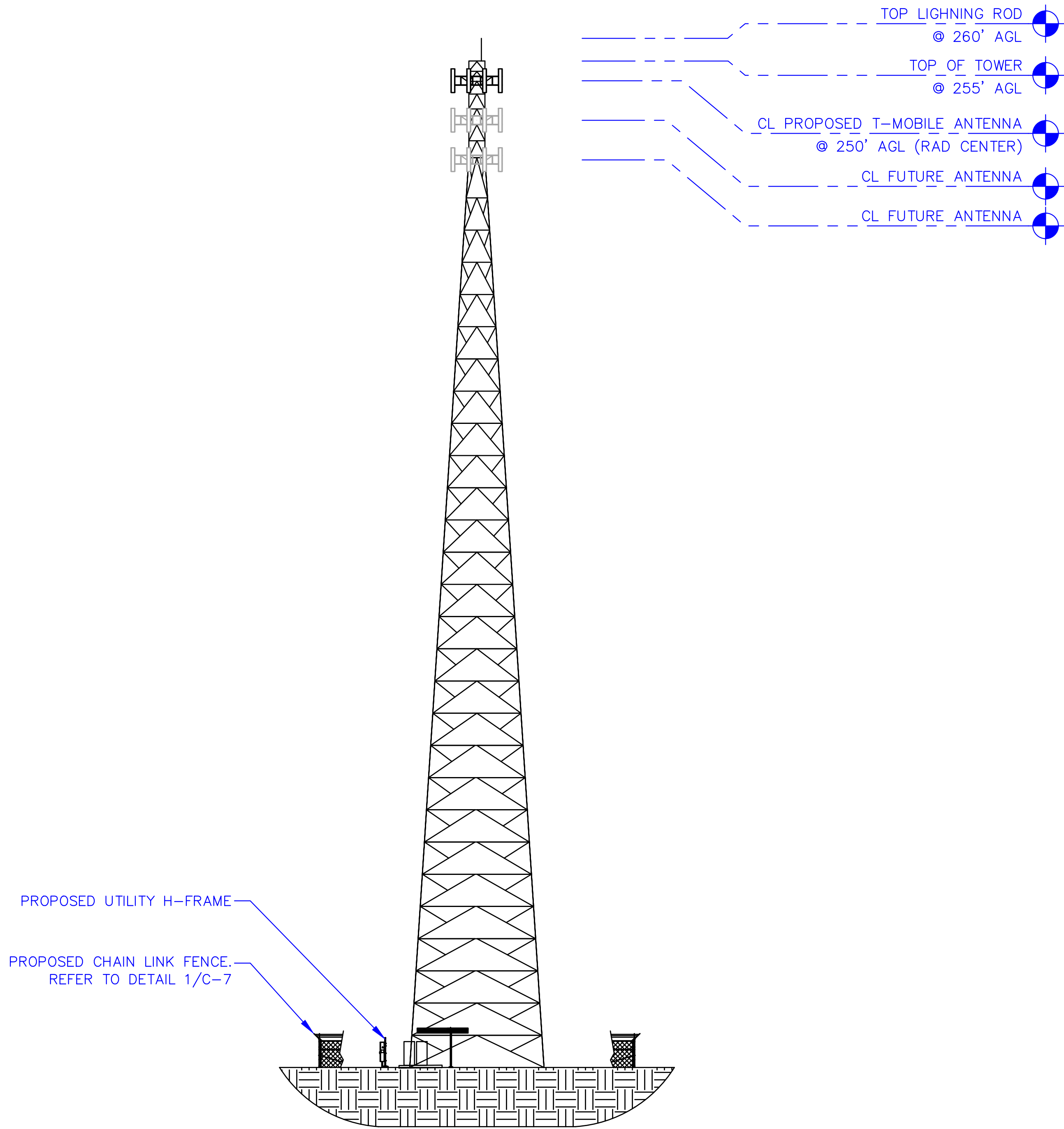
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DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

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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:
**ENLARGED
COMPOUND PLAN**

DRAWING NO.	REVISION:
C-3	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.



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PLAN ORIG. DATE:	04/07/25

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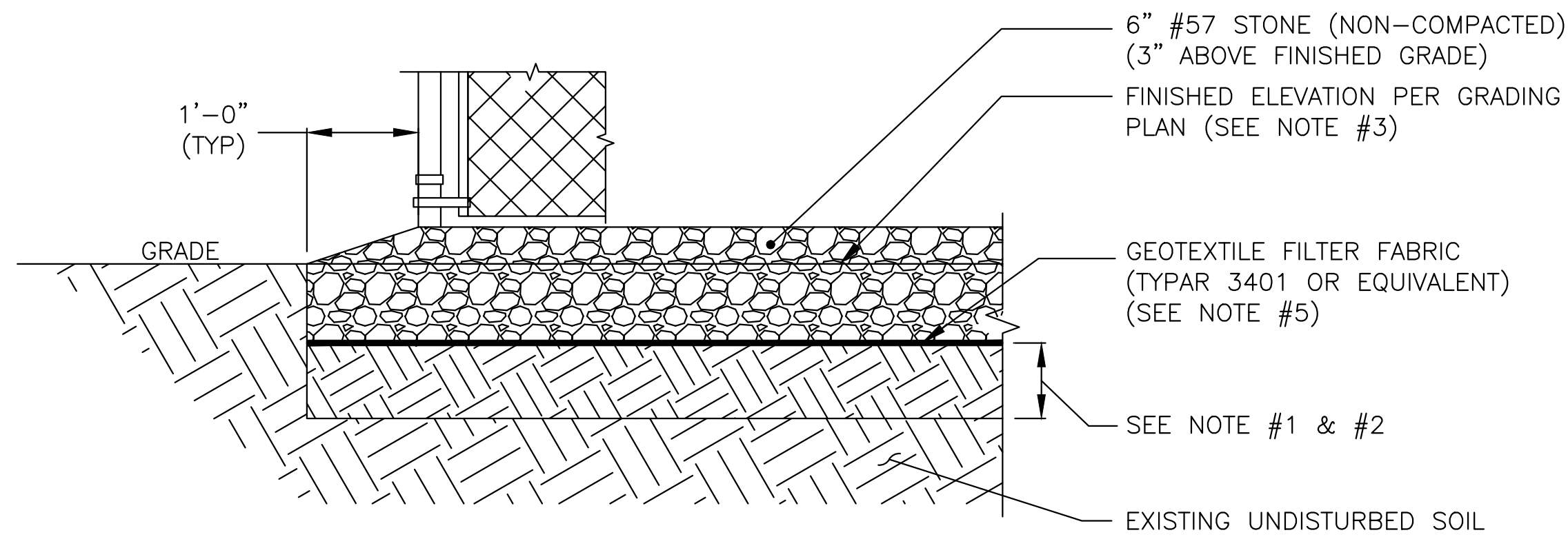
SCALE:	AS SHOWN
DRAWN BY:	TAM
PLAN ORIG. DATE:	04/07/25

REVISIONS		
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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

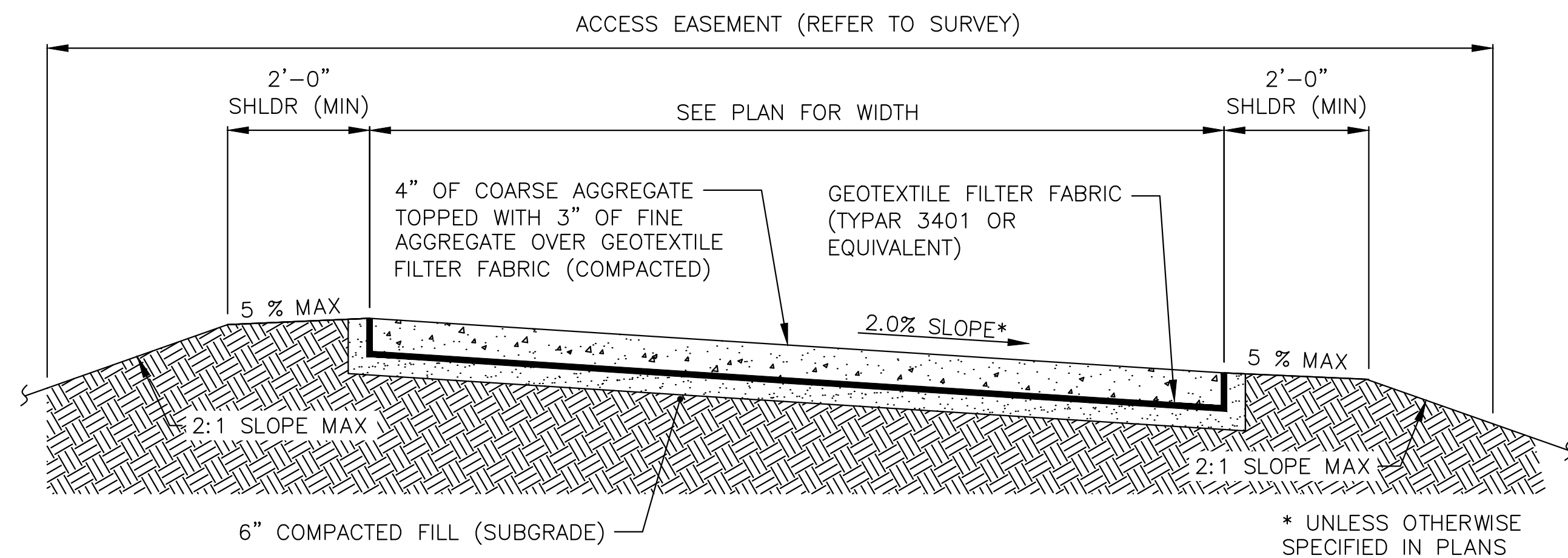
DRAWING NO.	REVISION:
C-5	1



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.

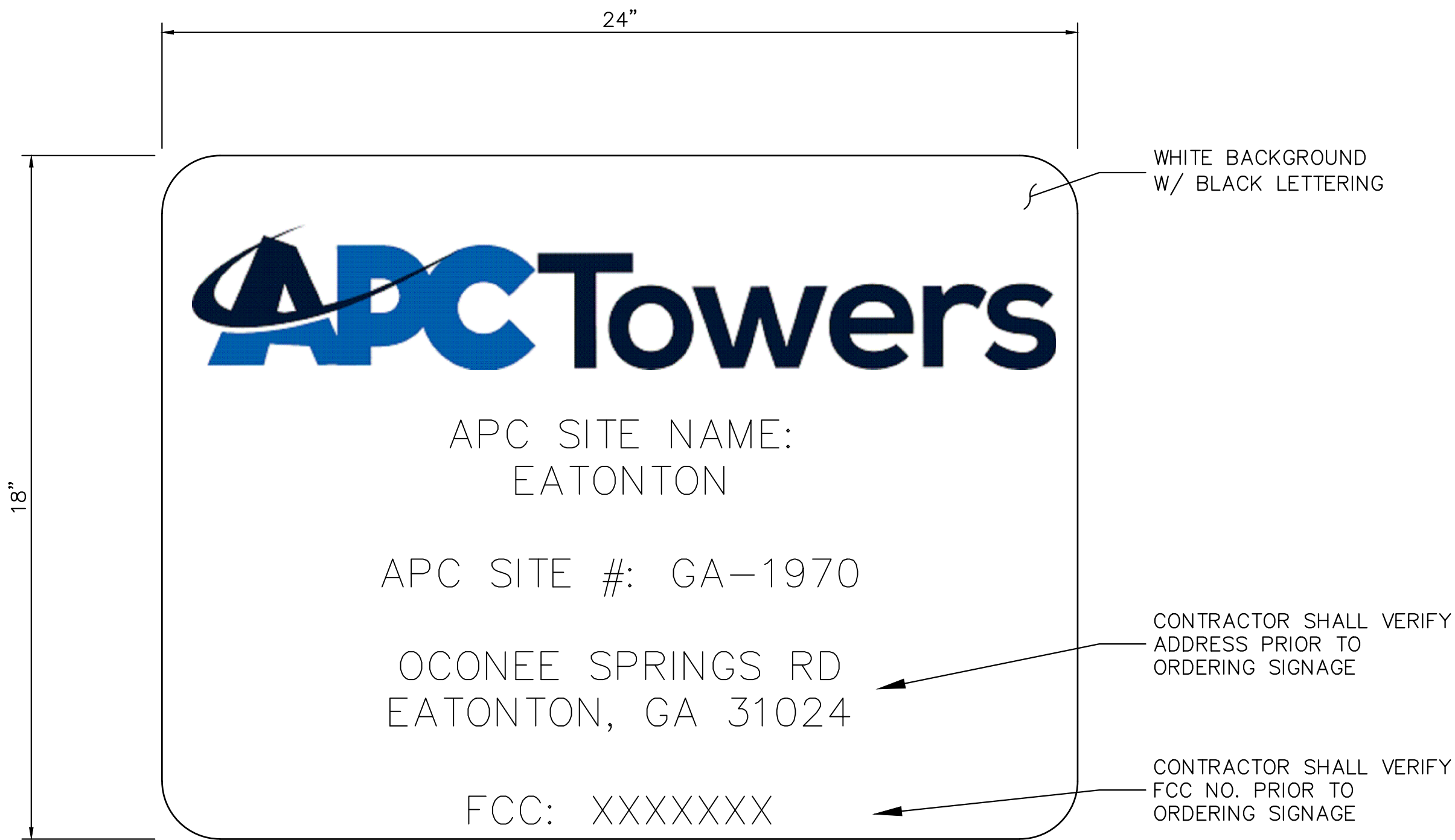
1 COMPOUND SECTION DETAIL
SCALE: N.T.S.



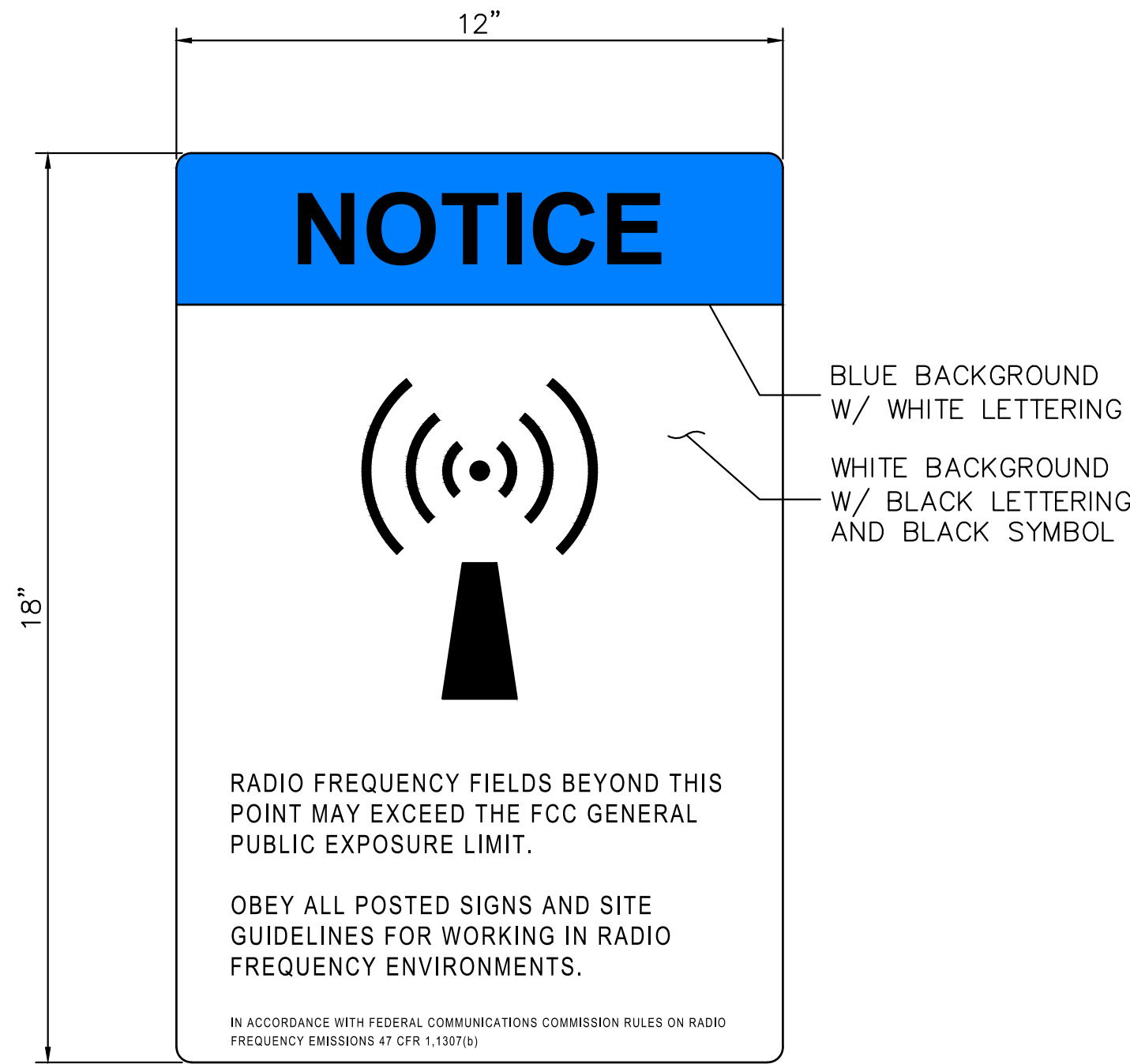
NOTES:

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.

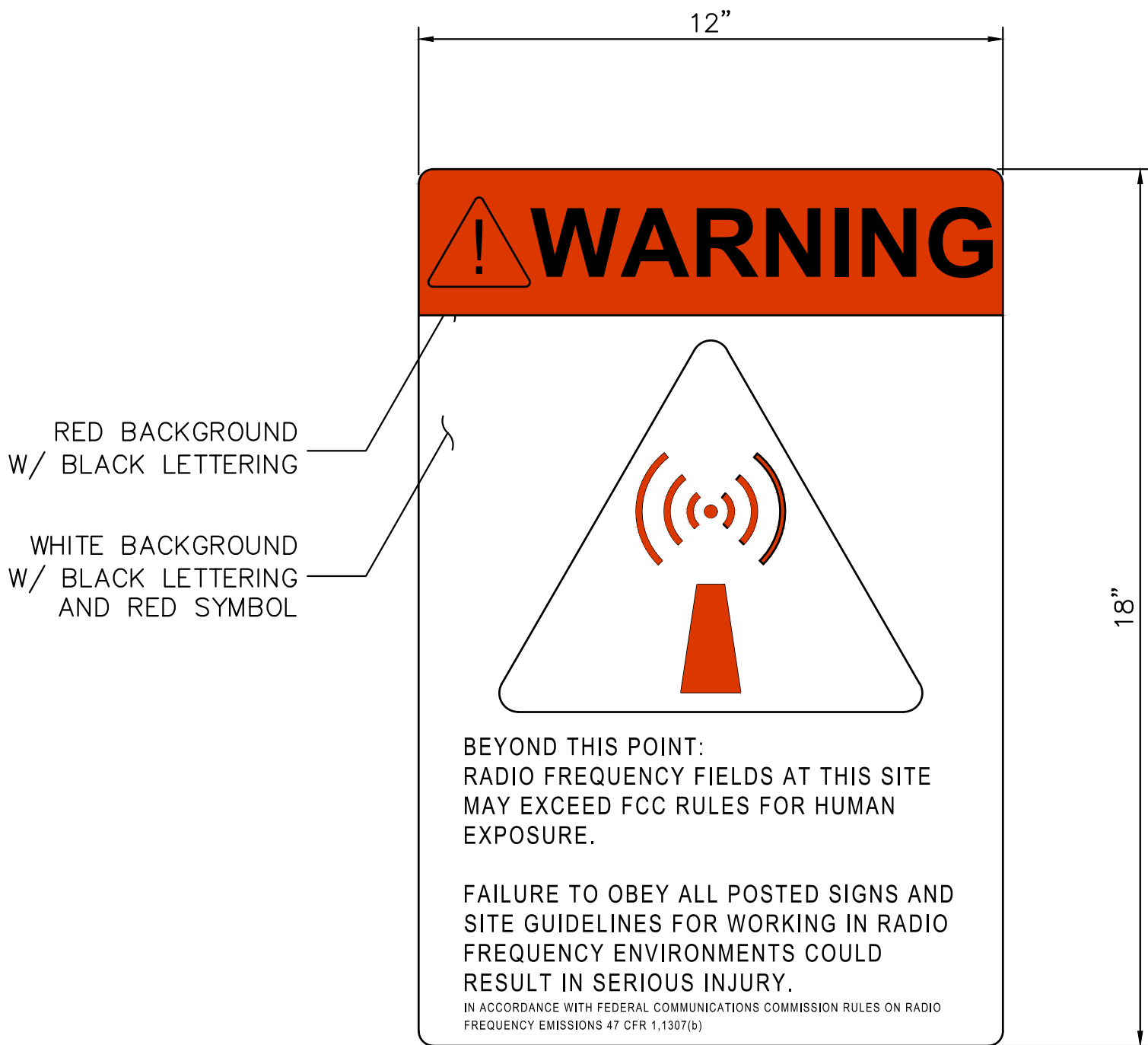
2 ROAD SECTION DETAIL
SCALE: N.T.S.



1 IDENTIFICATION SIGN
SCALE: N.T.S.



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



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



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

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A	04/07/25	PRELIMINARY
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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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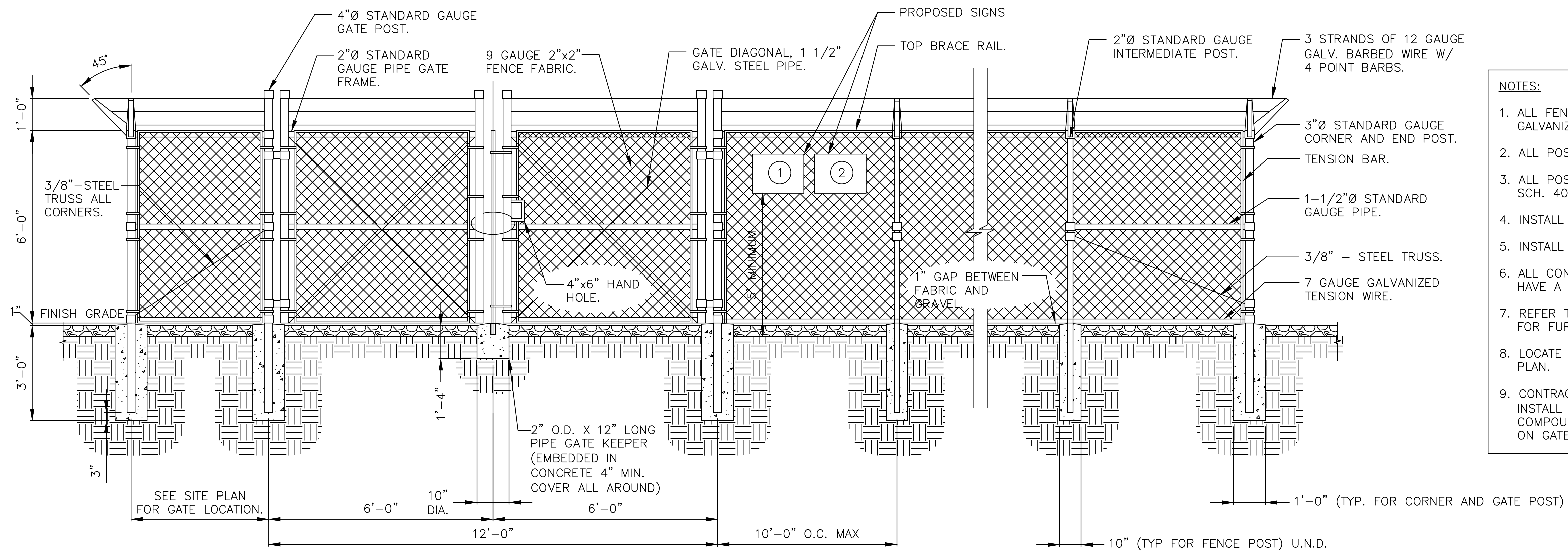
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NO.	DATE	DESCRIPTION
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PROJECT No.	KHCLE-74667
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SITE NUMBER:	GA-1970
SITE ADDRESS:	1103 OCONEE SPRINGS RD EATONTON, GA 31024
FILE NAME:	GA-1970_9AT7225_ZDs_REVA.dwg

SHEET TITLE:	FENCE DETAILS
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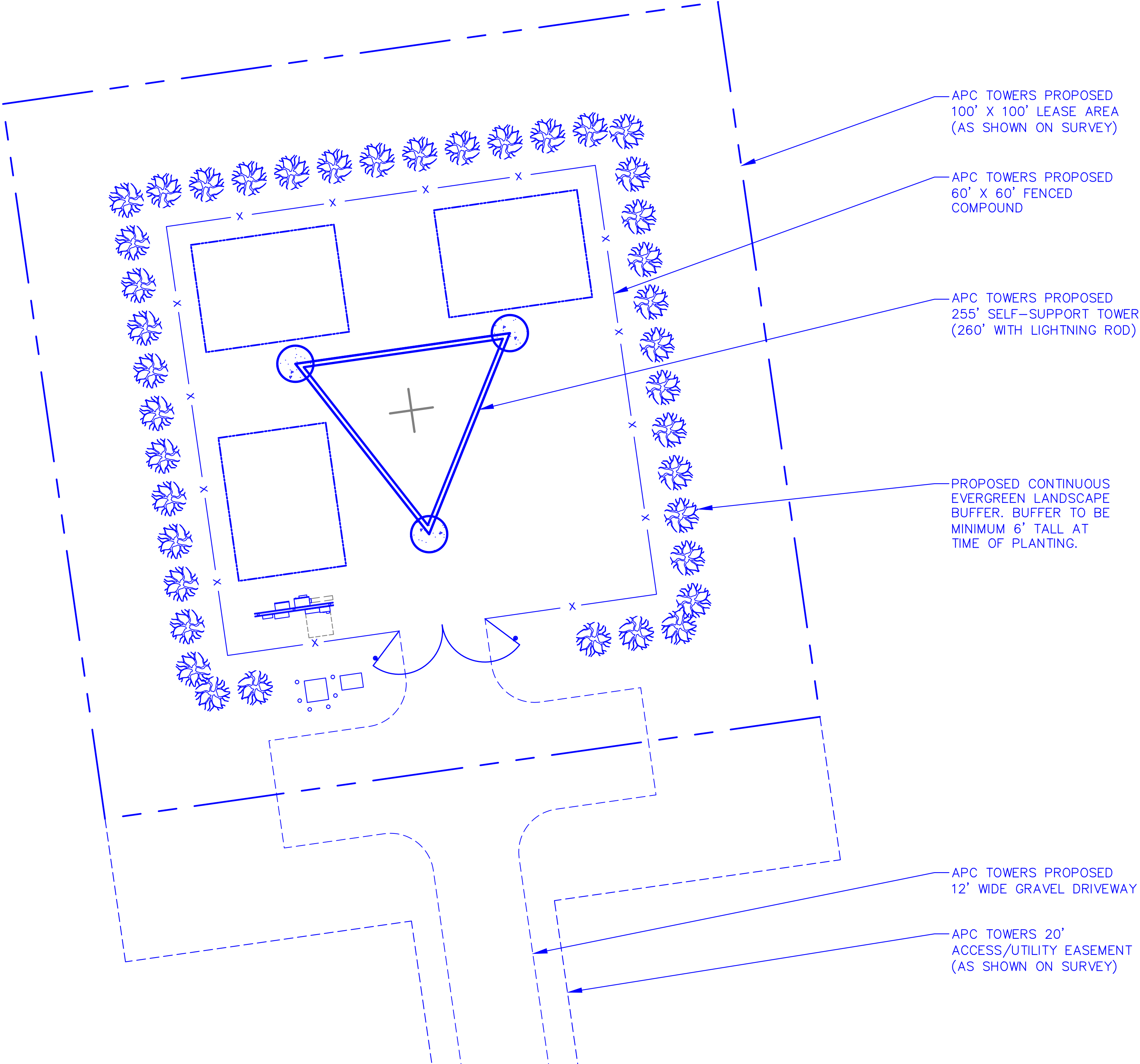
DRAWING NO.	REVISION:
C-7	1



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 ZERISCAPES TOLERANT OR IRRIGATED.



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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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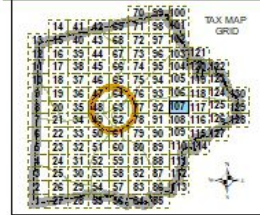


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 IND-2
 I-1 CITY
 I-2 CITY
 MHP
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


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:
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PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS



MAP 107

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