

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, August 07, 2025 ◊ 6:30 PM

Putnam County Administration Building - Room 203

The Putnam County Planning & Zoning Commission will conduct a public hearing meeting on August 7, 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. P&Z Rules of Procedures

Minutes

4. Approval of Minutes- 5-8-25

Requests

- Request by Bailey Lively, agent for Betty Weem for a conditional use at 671 Twin Bridges Road. Presently zoned AG. [Map 057, Parcel 010, District 4].*
- 6. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 1103 Oconee Springs Road. Presently zoned AG. [Map 107, Parcel 025, District 2].*
- 7. Request by **Rick McAllister, agent Imperial Park Holdings, LLC** to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*

New Business

Appeal by Matthew Reeves, agent for Thunder Valley Owners Association, Inc of the Thunder Pointe preliminary plat approval decision made by the director of Planning and Development located on Clack Circle. Presently zoned C-1. [Map 102B, Parcel 032, District 3]. 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 <u>August 19, 2025</u> 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:

4. Approval of Minutes- 5-8-25



PUTNAM COUNTY PLANNING & DEVELOPMENT

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> Minutes Thursday, May 8, 2025 ◊ 6:30 pm

Opening

 Call to Order Chairman Charles Gray called the meeting to order at 6:30 pm.
Attendance Zoning Coordinator Angela Waldroup called the Attendance. Present: Member William Rainey Jr., Member David Erickson, Member Harold Jones,

Chairman Charles Gray Absent: Member Shad Atkinson Staff: Attorney Adam Nelson, Director Lisa Jackson, Assistant Director Courtney Andrews, Zoning Coordinator Angela Waldroup

3. Rules of Procedures Chairman Charles Gray read the Rules of Procedures.

Minutes

4. Approval of Minutes- 4-3-25

Motion: Member Rainey made the motion to approve the 4-3-25 minutes

Second: Member Jones Voting Yea: Member Rainey, Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

Requests

5. Request by **Rodney Etheredge** for a side-yard setback variance at 123 Cedar Cove Drive. Presently zoned R-1R [Map 071A, Parcel 002, District 3]. Mr. Rodney Etheredge represented this request.

Mr. Etheredge stated that he and his wife bought the home two years ago and their desire was to retire and move here full-time. They need a two-car garage. The house was built in 1982 and encroaches 8 feet into the setback. They were originally going to build a screened porch in the back to align with the house but after speaking with Director Jackson, they moved the porch's location. It would no longer require a variance.

No one spoke in opposition of this request.

Staff recommendation was for approval of an 8.1-foot side yard setback variance, being 11.9 feet from the left side property line when facing the lake, specific to the garage addition only as shown on the enclosed site plan at 123 Cedar Cove Drive [Map 071A, Parcel 002, District 3].

Staff recommendation was for denial of an 8.1-foot side yard setback variance, being 11.9 feet from the left side property line when facing the lake, specific to the proposed screened in porch and the deck addition as shown on the enclosed site plan at 123 Cedar Cove Drive [Map 071A, Parcel 002, District 3].

Member Jones asked Mr. Etheredge how the neighbors felt about the variance request.

Mr. Etheredge stated that his neighbors had no objections that he knew of.

Member Erickson asked for clarification on whether the screened porch required a variance.

Mr. Etheredge stated that the screened porch had been moved and would no longer require a variance.

Member Erickson asked staff if they were still voting on the screened porch.

Director Jackson confirmed that they would still need to vote because it was part of the original request.

Attorney Nelson stated that when you advertise for a particular variance, you have to take action on it. Once it has been advertised and brought forth, either you allow the withdrawal or deny it. In this case, to make the record clear, they would grant the variance for the front and deny it for the back, which the applicant was okay with.

Motion: **Member Jones** made the motion to approve an 8.1-foot side yard setback variance, being 11.9 feet from the left side property line when facing the lake, specific to the garage addition only as shown on the enclosed site plan at 123 Cedar Cove Drive and deny an 8.1-foot side yard setback variance, being 11.9 feet from the left side property line when facing the lake, specific to the proposed screened in porch and the deck addition as shown on the enclosed site plan at 123 Cedar Cove **Drive 3**.

Second: Member Rainey

Member Erickson stated that he would like to see a vegetative buffer between the structure and the neighbor.

Chairman Gray stated that he would need to make a motion to amend the original motion and add that as a condition and they would need to vote on that condition.

Attorney Nelson clarified that you could put a condition on a variance, but staff's report did not include the condition, and the current motion did not include the condition. If he wanted to add that condition, they would have to move to amend the motion to include the condition and discuss that first.

Member Erickson stated that he would not include the condition.

The board voted on the original motion.

Voting Yea: Member Rainey, Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

6. Request by **Pamela Evans** for a side-yard setback variance at 319 East Riverbend Drive. Presently zoned R-1R [Map 119B, Parcel 015, District 3]. The applicant is requesting to withdraw without prejudice.

No one spoke in opposition of this request.

Staff recommendation was for approval to withdraw without prejudice at 319 East Riverbend Drive [Map 119B, Parcel 015, District 3].

Motion: **Member Jones** made the motion to approve the request to withdraw without prejudice at 319 East Riverbend Drive [Map 119B, Parcel 015, District 3].

Second: Member Rainey Voting Yea: Member Rainey, Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

 Request by Dennis and Rebecca Hitchcock to rezone 11 acres at 109 Elmwood Road from R-2 to AG. [Map 109, Part of Parcel 026, District 3]. * Mr. Dennis Hitchcock represented this request.

Mr. Hitchcock stated that they were requesting a rezoning from R-2 to Agricultural. He read a small personal background of their life. They were interested in developing a small flower farm with gardens and a few chickens. They were not interested in having cows, livestock, or a junk yard. By choosing local flowers, you support local economies, reduce the environmental impact of transportation, and reduce carbon footprint. They are requesting that the front two acres remain residential and the rest to be zoned AG. He added that the homes across the street from them were zoned agricultural and two houses down from them on the same side are also agricultural. The rest of the homes are residential and located on the lakeside. All of their immediate neighbors signed a petition supporting and agreeing that the rezoning would not have an adverse effect on them.

Member Erickson asked if the applicant would be able to have a flower garden under the current R-2 zoning.

Mr. Hitchcock stated that under the USDA, they had to be zoned AG in order to sell their flowers.

Attorney Nelson listed the uses allowed in R-2 per the Putnam County Code of Ordinances. He clarified that the uses did not include the proposed use as presented.

Member Rainey asked if they would be selling and growing flowers.

Mr. Hitchcock responded yes and shared that his wife grows different types of flowers.

Member Rainey asked if they would increase traffic.

Mr. Hitchcock said no. They already own a small trucking company, and it wouldn't change anything that they are doing now.

Member Jones asked if trucking company business was run out of the home.

Mr. Hitchcock stated that the office was based out of the home. They don't have an 18-wheeler trucking company. They have a small hot shot trucking company that they run themselves. They have two trucks.

Member Jones asked Attorney Nelson if the current business is allowed under the current zoning.

Attorney Nelson stated that it was not a listed use. Accessory uses are allowed but we could talk to the applicant to see what was going on. Based on the letter of intent, the proposed use would be allowed in the AG district.

Member Erickson wanted clarification on how many acres would remain residential and how many would be rezoned to AG.

Mr. Hitchcock clarified that he went through a process to try to get his property placed in conservation and was told that he would need to rezone the property and he could not include the front portion with the shop.

The following signed in to speak in opposition of the request and were given 3 minutes each:

• David Skinner

Mr. Hitchcock used the remainder of his time for rebuttal.

Mr. Hitchcock referred to an exhibit that shows the properties that are already zoned agriculture in the area.

Member Erickson asked if there was an R-2 zoning around the area.

Mr. Hitchcock showed Mr. Erickson where the properties were located.

No further discussion.

Staff recommendation was for denial to rezone 11 acres at 109 Elmwood Road from R-2 to AG. [Map 109, Part of Parcel 026, District 3].*

Motion: **Member Jones** made the motion to deny the request to rezone 11 acres at 109 Elmwood Road from R-2 to AG. [Map 109, Parcel 026, District 3].*

Second: Member Rainey

Member Erickson stated that he was supportive of what they were wanting to do because he is from agriculture himself. He thought that it was a good thing but in this particular instance and based on the comprehensive plan, they are obliged to follow it. The comprehensive plan has the property and surrounding properties displayed as residential. There are a lot of agricultural land in Putnam County that would be more well suited for what they were trying to do.

Chairman Gray asked if the separation of the front remaining residential and the back being rezoned to agriculture was a part of the original application.

Director Jackson confirmed yes.

There was no further discussion.

Voting Yea: Member Rainey, Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

8. Request by Joe Hudson and Lois Schell to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4]. * Mr. Joe Hudson represented this request.

Mr. Hudson stated that they wanted to rezone their property from AG to R-1. The final subdivision of the lots will be used to build homes.

Mr. Erickson asked for clarification on whether they were going to subdivide the property.

Mr. Hudson stated that they were going to sell it to someone who intends to sell off lots to build homes.

No one spoke in opposition of this request.

Staff recommendation was for approval to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4].*

Motion: Chairman Gray made the motion to approve the request to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4].*

Second: Member Rainey Voting Yea: Member Rainey, Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

New Business

Attorney Nelson stated that he wanted to explain the process and ability to communicate. He wanted to make sure they understood the processes and they were getting good feedback on the way staff works'. He clarified that specific to when it comes to communication regarding a pending zoning matter, once it is advertised, concerned citizens could come to them. Staff does their analysis based on what is in the code as to what you could or could not do. He encouraged the commissioners to communicate with staff if they liked for things to be done differently. We are confined by what the ordinance says we could or could not do but if they had particular information they felt staff did not have that they thought would be helpful to make the decision, it is important to tell staff and make sure that they are involved. He discussed being cautious when sending emails. He encouraged them not to discuss what they thought about upcoming matters in emails because it created a basis for a decision that the public did not get to hear. Individual commissioners can call one another and ask what the other thinks but they should avoid forming a quorum.

Chairman Gray asked if it would be okay to ask staff a question and copy the board members while making a statement saying "Information only please do not respond to this email"

Attorney Nelson confirmed that he could do that but clarified that whatever was put into writing could be subject to disclosure if someone asked for it and it would become part of the record. He gave an example.

Adjournment

Motion: Member Rainey made a motion to adjourn the meeting

Second: Member Jones

Voting Yea: Member Rainey Jr., Member Erickson, Member Jones, Chairman Gray

The motion was approved by a vote of 4.

Meeting adjourned at approximately 7:11 pm

Attest:

| Lisa Jacksor |
|--------------|
| Director |

Charles Gray Chairman File Attachments for Item:

5. Request by **Bailey Lively**, **agent for Betty Weem** for a conditional use at 671 Twin Bridges Road. Presently zoned AG. [Map 057, Parcel 010, District 4].*



- 5. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 671 Twin Bridges Road. Presently zoned AG. [Map 057, Parcel 010, District 4].*
- 6. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 1103 Oconee Springs Road. Presently zoned AG. [Map 107, Parcel 025, District 2].*
- 7. Request by Rick McAllister, agent Imperial Park Holdings, LLC to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*

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APPLICATION CONDITIONAL USE

| Application Information (same as owner Yes B[] No 🕅) Name: Mike Daubenmire (Agent for APC) | PLAN 2025.COND.2 Property Information Twin Bridges Addresse Rd. |
|--|---|
| Address: <u>3875 Embassy Parkway, Suite 280</u> Akron, OH 44333 Phone: <u>216-230-4304</u> Email: mike.daubenmire@kimley-horn.com Fax: n/a | Address: Rd. Eatonton, GA 31024 Map: Parcel: 057010 Presently Zoned: AG Com. District: Total Acreage: 92.48 In Conservation Use: Yes [] No [X] State Waters on Property: Yes [] No [X] |
| Arterial/State Road. Yes: No:X Briefly describe the proposed conditional use: Existing zoning district classification of the pr Existing: _AGNorth: <u>AG/C1/R2South: _AG</u> *SUPPORTING INFORMATION ATTAC | Proposed Telecommunications Facility operty and adjacent properties: East: <u>AG/R2</u> West: <u>AG/C2</u> |
| RECORDED PLAT: X LETTER OF AGE COPY OF WARRANTY DEED: X Source of domestic water supply: well, co existing system, please provide a letter from prov- sewer If sewer, please provide name of con- sewer provider. *SIGNATURE OF APPLICANT: | ENCYLETTER OF INTENTX ommunity water, or private provider If source is not an vider. Provision for sanitary sewage disposal: septic system, or npany providing same, or, if new development, provide a letter from |
| DATE FILED SINCE FEE: \$ 245.00 CK RECEIPT # PLOSE OF NEWSPAPER AD: 6130125 PLANNING & ZONING HEARING: 613125 | CASHC.CARDINITIALS paid <114125 DATE SIGN POSTED: RESULT: |

COMMISSIONERS'/CITY COUNCIL HEARING: SIN 125

Revised 1-04-24

RESULT:



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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 Twin Bridge Road, Eatonton, GA 31024 (Parcel No. 057010)

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 Twin Bridges Road, Eatonton, GA 31024 (Parcel No. 057010).

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

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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 approximately a mile or further from the boundaries of the search ring, many of which T-Mobile already has equipment installed on, so would not meet T-Mobile's coverage objective or fill the coverage gap that currently exists. Whereas the proposed site meets T-Mobiles 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,

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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.

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Response: The applicant has filed with the FAA (Filing # FAA 2025-ASO-5250-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 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.

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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.

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 meets 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 2.25 miles (11,958') 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.**

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(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 A1309931 and FAA 2025-ASO-5250-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

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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 approximately a mile or further from the boundaries of the search ring area, many of which T-Mobile is already on, so does not meet T-Mobile's coverage objective or 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



March 24, 2025

Lorna Kennedy Director of Development APC Towers

RE: Proposed 255' Sabre Self-Supporting Tower for GA-1968, 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" 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



Sabre Industries, Inc. • 7101 Southbridge Drive • Sioux City, IA 51111 P: 712-258-6690 F: 712-279-0814 W: www.SabreIndustries.com RECEIVED MAY 0 7 2025



THIS INDENTURE, Made and entered into on this the Day of May, 2000, between RUTH B. NAPIER of Baldwin County, Georgia, as party of the First Part herein, and her daughter, BRENDA N. WRIGHT, of Putnam County, Georgia, as party of the Second Part herein,

WITNESSETH:

That the said party of the First Part herein for and in consideration of the natural love and affection she has for her daughter, party of the Second Part herein, and the sum of One (\$1.00) Dollar, to her in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey unto the said party of the Second Part, her heirs and assigns, the following described property, to-wit:

All of that tract or parcel of land being a Portion of Lot 1-B, of The Division of The Napier Estate, Located in Land Lots 124, 125, 138 & 139, in the 3rd Land District and 314 G.M.D., of Putnam County, Georgia, containing 96.8 Acres, More or Less, being all of TRACT "B" as shown on that plat made from a survey by Byron L. Farmer, Georgia Registered Surveyor No. 1679, dated February 21, 2000, which said plat is hereto attached to this deed and made a part hereof by reference and same is to be recorded concurrent with the recording of this deed in Plat Book 26 at Page No. 107, in the office of the Clerk of The Superior Court of Putnam County, Georgia. Reference is here made to said plat and its record for a more complete description of the metes and bounds, courses, distance of the within described land and property.

PRIOR DEED REFERENCE: This is a part and portion of that same land and property which was by Warranty Deed dated July 21, 1993, conveyed by S. H. Napier, Jr., to Ruth B. Napier, his wife, which said deed is recorded in the office of the Clerk of The Superior Court of Putnam County, Georgia, in Deed Book Number 99, at Page Number 240. A plat of said poperty is recorded in the aforesaid Clerk's Office in Plat Book 7, at Page No. 21. And, reference is here made to said deed and plat and their record in further aid of the foregoing description of said land and property.

TO HAVE AND TO HOLD the said described property unto said party of the second party her heirs and assigns, together with all and singular the rights, profita rents, reversions, members, and appurtenances thereof to the same in any manner belonging to them and their own proper use, benefit and behoof, Forever, in Fee Simple. And the said party of the first part for her heirs, executors and administrators the said bargained property unto the said party of the second part, her heirs, executors, administrators and assigns will warrant and forever defend the right and the title thereof against the claim or claims of all and every other person or person whomsoever.

IN WITNESS WHEREOF, the said Ruth B. Napler has hereunder set her hand and affixed her seal on this the day and year and at the place first above written.

at Blagin (SEAL)

Signed, Sealed and Delivered In the Presence of: Claune (mps) Unofficial Witness

<u>HOPL</u> <u>W. HUW</u> N. P., Baldwin County, <u>Ga.</u> My Commission Expires: <u>My Commission Expires</u> March 2, 2003 (Notary Fublic Seal Impression)

SEAL AFFIXED

of the original sector of the order to the

1.1.1.1

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PUTNAM COUNTY PLANNING & DEVELOPMENT

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

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 <u>must</u> 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) | 4386 | Date: | bluchs |
|----------------------|-------------------------------------|------|-------|--------|
| | | | | |

I swear that I am the owner of the property listed above. I authorize <u>Bailey Livell</u> (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.

Owne ignature Notary Public Sworn and subscribed before me this Notary Public Wake County My Comm. Exp. 04-12-2028 day of 20 (1h Revised 1-04-24

PUTNAM COUNTY PLANNING & DEVELOPMENT



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

CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

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

Name of Business: APC Towers

Business Ownership Interest:

Property Ownership Interest:

KimLEY- H

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

Owner or Applicant Signature

Notary Pablic Sworn and subscribed before me this l_{s+} day of M_{ay} 20 2 5



JASON RIGGS Notary Public - Seal Hendricks County - State of Indiana Commission Number NP0649604 My Commission Expires Jan 22, 2030

RECEIVED MAY 07

OPTION FOR EASEMENT AGREEMENT

THIS OPTION FOR EASEMENT AGREEMENT ("Agreement") is made as of the latter signature date below ("Effective Date"), by and between BRENDA N. WRIGHT, whose address is 117 Napier Road, Eatonton, GA 31024 ("Grantor") and APC TOWERS IV, LLC, a Delaware limited liability company, whose address is 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1968 ("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 near Napier Road, Eatonton, Putnam County, GA 31024, also known as parcel number 057 010, as more particularly described on <u>Exhibit A</u> 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 $(100' \times 100' - 10,000 \text{ square feet})$ for 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

(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; (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; and (iii) if requested by Grantee, non-exclusive easements in and to Grantor's Property for the development, installation, repair, replacement, improvement, maintenance and removal of guy wires and anchors, as applicable over a portion of Grantor's Property also described on Exhibit B hereto (collectively, the "Guy Wire Easement") respectively, on the terms and conditions set forth herein below (the "Option"). As used herein "Easements" means collectively the Communication Easement, Access Easement, Utility Easement and the Guy Wire Easement, if applicable. Grantee has the right to extend the Option for one (1) additional term 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 within thirty (30)

days of the commencement of the each 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

(the "Easement Fee") A one-time payment of

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Initials: BW 102 - 03.25 DA

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 Exended 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. <u>Grantor's Cooperation</u>. 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. <u>Representations, Warranties and Covenants of Grantor</u>. 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

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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. <u>Exercise of Option</u>. 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 preaprpoved Easement Agreement attached hereto as <u>Exhibit C</u> 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

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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 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.

Delivery of Easement Agreement; Easement Fee and Possession. If Grantee exercises 6. 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 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 <u>D</u> 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. <u>Non-competition</u>. 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

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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. <u>Broker/Grantor's Agent</u>. 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 or is unable to exercise the Option, then Grantor shall retain the Option Fee and Additional Option Fee and Additional Option Fee and Additional Option Fee and Additional Option Fee and s 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. <u>Remedies of Grantee</u>. 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. <u>Notices</u>. 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).

APC Site ID: GA-1968 - Eatonton Easement Page 5 of 28

Initials: 102-03-25 DA

14. <u>Assignability/Binding Effect</u>. 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. <u>Severability</u>. 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. <u>Entire Understanding and Amendment</u>. 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.

17. <u>Applicable Law</u>. 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.

18. <u>Attorney's Fees</u>. 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.

19. <u>Counterparts</u>. 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)

APC Site ID: GA-1968 - Eatonton Easement Page 6 of 28

Initial 2007,02-03-25 M

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

N By:

JA

Name: Daniel C. Agresta III

Title: President & CEO

Date:

GRANTOR:

| BRENDA N. WRIGHT |
|----------------------------|
| |
| Bys. |
| Name: Brenda Napiér Wright |
| Date: 02-03-2025 |

APC Site ID: GA-1968 - Eatonton Easement

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Page 7 of 28

Initials: 197102-03-257A

34

EXHIBIT A TO OPTION FOR EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 1-B, OF THE DIVISION OF THE NAPIER ESTATE, LOCATED IN LAND LOTS 124, 125, 138 & 139, IN THE 3RD LAND DISTRICT AND 314 G.M.D., OF PUTNAM COUNTY, GEORGIA, CONTAINING 96.8 ACRES, MORE OR LESS, BEING ALL OF TRACT "B" AS SHOWN ON THAT PLAT MADE FROM A SURVEY BY BYRON L. FARMER, GEORGIA REGISTERED SURVEYOR NO. 1679, DATED FEBRUARY 21, 2000, WHICH SAID PLAT IS HERETO ATTACHED TO THIS DEED AND MADE A PART HEREOF BY REFERENCE.

TAX ID: 057 010

BEING THE SAME PROPERTY CONVEYED TO BRENDA N. WRIGHT, GRANTEE, FROM RUTH B. NAPIER, GRANTOR, BY WARRANTY DEED RECORDED 07/14/2000, IN BOOK 314, PAGE 32, OF THE PUTNAM COUNTY RECORDS.

APC Site ID: GA-1968 - Eatonton Easement Page 8 of 28

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EXHIBIT B TO OPTION FOR EASEMENT AGREEMENT

DESCRIPTION OF EASEMENT



Site Sketch

Notes:

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- 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.

APC Site ID: GA-1968 - Eatonton Easement Page 9 of 28

Initials 0, 62-03-25 DA

RECEIVED MAY 0 7 2025
EXHIBIT C

EASEMENT AGREEMENT

(Attached Hereto)

APC Site ID: GA-1968 - Eatonton Easement Page 10 of 28

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Initials: BN/02-03-2025 A

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.: 057 010

COUNTY OF PUTNAM

THIS EASEMENT AGREEMENT ("Agreement"), made and entered as of the latter signature date hereto (the "Effective Date"), by and between BRENDA N. WRIGHT whose address is 117 Napier Road, Eatonton, GA 31024 ("Grantor") and APC TOWERS IV, LLC, a Delaware limited liability company ("Grantee") whose address is 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1968. 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 near Napier Road, Eatonton, Putnam County, GA 31024, also known as parcel number 057 010, 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,

APC Site ID: GA-1968 - Eatonton Easement Page 11 of 28

Initials: BN 102-03-25 DA

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 <u>Exhibit B-2</u> 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".

[Add provision if site will have guy wires and guy wire and anchor easement to be granted.]

(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. <u>Use of Easements</u>. Grantee may use 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. <u>Term</u>. 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. <u>Easement Fee</u>. Grantee shall pay Grantor a one-time fee in the amount set forth on <u>Schedule 1</u> 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 . Grantee's failure to remit payment for the Fee pursuant to this

paragraph shall be deemed to be a default under this Agreement.

5. <u>Termination</u>. 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

APC Site ID: GA-1968 - Eatonton Easement Page 12 of 28

Initials: 100 02-03-25 JA

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

6. <u>Improvements: Utilities</u>. 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'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. <u>Taxes</u>. 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 or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

9. <u>General Indemnity</u>. 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

APC Site ID: GA-1968 - Eatonton Easement Page 13 of 28

Initials: 00, 62-03-25 7)A

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. <u>Secured Parties</u>. 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. <u>Assignment</u>. 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. <u>Casualty and Condemnation</u>. 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. <u>Covenant Running with the Land</u>. 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

APC Site ID: GA-1968 - Eatonton Easement Page 14 of 28

Initials: Rg) 102-03-25 DA

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. <u>Notices</u>. 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 to purchase or if Grantor intends to communicate to a third party 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. <u>Exclusivity</u>. 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. <u>Miscellaneous</u>. (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

APC Site ID: GA-1968 - Eatonton Easement

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Initials: Por, 02.03.25 DA

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. <u>Maintenance and Access</u>. 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. <u>Recording</u>. 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)

APC Site ID: GA-1968 - Eatonton Easement Page 16 of 28

Initials: POV 102-63-25 DA

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

GRANTOR:

BRENDA N. WRIGHT

By: renda Naper Wright Name: 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.

GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF JUNE (

On the <u>3</u> day of <u>Fubruan</u> in the year 2025 before me, the undersigned, personally appeared <u>Brendlennabi united</u>, 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.

beinallarunkina

, Notary Public

My Commission Expires: 07.21.20215

APC Site ID: GA-1968 - Eatonton Easement Page 17 of 28

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Initials: PON 102-03-25 DA

GRANTEE:

APC TOWERS IV, LLC, a limited liability company

1º 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.

day of

Witness my hand and official seal this the

Talicia C. Neal, Notary Public

NV COMM. 22028

rancia C. Neal, Notary Public

My Commission Expires: April 12, 2028.

APC Site ID: GA-1968 - Eatonton Easement Page 18 of 28

Initials: DN/02-03-25))K

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EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 1-B, OF THE DIVISION OF THE NAPIER ESTATE, LOCATED IN LAND LOTS 124, 125, 138 & 139, IN THE 3RD LAND DISTRICT AND 314 G.M.D., OF PUTNAM COUNTY, GEORGIA, CONTAINING 96.8 ACRES, MORE OR LESS, BEING ALL OF TRACT "B" AS SHOWN ON THAT PLAT MADE FROM A SURVEY BY BYRON L. FARMER, GEORGIA REGISTERED SURVEYOR NO. 1679, DATED FEBRUARY 21, 2000, WHICH SAID PLAT IS HERETO ATTACHED TO THIS DEED AND MADE A PART HEREOF BY REFERENCE.

TAX ID: 057 010

BEING THE SAME PROPERTY CONVEYED TO BRENDA N. WRIGHT, GRANTEE, FROM RUTH B. NAPIER, GRANTOR, BY WARRANTY DEED RECORDED 07/14/2000, IN BOOK 314, PAGE 32, OF THE PUTNAM COUNTY RECORDS.

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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:



Site Sketch

Notes:

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- 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.

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Initials: BN 162-03-25 DA

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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:



Site Sketch

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.

APC Site ID: GA-1968 - Eatonton Easement Page 21 of 28

Initials: BN 102-03-25 DA

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SCHEDULE 1

EASEMENT FEE

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.

APC Site ID: GA-1968 - Eatonton Easement

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Initials BN 102-03-25 DK

EXHIBIT D

MEMORANDUM OF OPTION FOR EASEMENT

(Attached Hereto)

APC Site ID: GA-1968 - Eatonton Easement

Page 23 of 28

Initials: Bro 102-03-25 DK

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 BRENDA N. WRIGHT, having an address of 117 Napier Road, Eatonton, GA 31024 ("*Grantor*"), and APC TOWERS IV, LLC, a Delaware limited liability company, having an address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615, Attention: Daniel C. Agresta III, President & CEO, Site Number: GA-1968 ("*Grantee*"), is a record of that certain Option for Easement Agreement ("*Agreement*") by and between Grantor and Grantee dated as of $07 \cdot 03 - 25$, which Agreement contains, among other things, the following terms:

1. <u>Description of Option</u>. 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 <u>Exhibit A</u> attached to this Memorandum.

2. <u>Option Term.</u> 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(s).

3. <u>Easements.</u> 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. <u>Ratification of Agreement.</u> 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)

APC Site ID: GA-1968 - Eatonton Easement Page 24 of 28

Initials: By 162-03-25 DA

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

GRANTOR:

BRENDA N. WRIGHT

Name: 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.

GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

Easement

COUNTY OF Jones

On the <u>3</u> day of <u>February</u> in the year 2025 before me, the undersigned, personally appeared <u>Brenden Napib Whant</u>, 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.

ZABRINA WARREN KIRBY NOTARY PUBLIC Jones County State of Georgia My Commission Expires 07/21/25

ferinand anenking

My Commission Expires: 01.21.2025

, Notary Public

APC Site ID: GA-1968 - Eatonton

Page 25 of 28

RECEIVED MAY 07

Initials: 02-03-25 DA

GRANTEE:

APC TOWERS IV, LLC, a limited liability company

By:

0

Name: Daniel C. Agresta III

Title: President & CEO 3

0

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 21 day of

Talicia C. Neal, Notary Public

Notary Public County Exp. My Comm. Exp.

My Commission Expires: April 12, 2028.

APC Site ID: GA-1968 - Eatonton Easement

Page 26 of 28

Initials: Poor 1 07-03-25 NK

EXHIBIT A TO MEMORANDUM OF OPTION FOR EASEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 1-B, OF THE DIVISION OF THE NAPIER ESTATE, LOCATED IN LAND LOTS 124, 125, 138 & 139, IN THE 3RD LAND DISTRICT AND 314 G.M.D., OF PUTNAM COUNTY, GEORGIA, CONTAINING 96.8 ACRES, MORE OR LESS, BEING ALL OF TRACT "B" AS SHOWN ON THAT PLAT MADE FROM A SURVEY BY BYRON L. FARMER, GEORGIA REGISTERED SURVEYOR NO. 1679, DATED FEBRUARY 21, 2000, WHICH SAID PLAT IS HERETO ATTACHED TO THIS DEED AND MADE A PART HEREOF BY REFERENCE.

TAX ID: 057 010

BEING THE SAME PROPERTY CONVEYED TO BRENDA N. WRIGHT, GRANTEE, FROM RUTH B. NAPIER, GRANTOR, BY WARRANTY DEED RECORDED 07/14/2000, IN BOOK 314, PAGE 32, OF THE PUTNAM COUNTY RECORDS.

APC Site ID: GA-1968 - Eatonton Easement

Page 27 of 28

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Initials: BU, 02-03-25 DA



Site Sketch



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.

APC Site ID: GA-1968 - Eatonton Easement Page 28 of 28

Initials: BN 102-03-25 DA

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| APC TOWERS EATONTON SITE NAME: | 1 |
|--|------------------------------------|
| APC TOWERS GA-1968 SITE NUMBER: | |
| T-MOBILE 9AT7222 SITE NUMBER: | |
| PROPERTY 117 NAPIE SITE ADDRESS: EATONTON | R RD I, GA 31024 |
| PROPERTY OWNER: BRENDA N | N. WRIGHT |
| PROPERTY 057 010 PARCEL NUMBER: | |
| E911 ADDRESS: TBD NAPIE EATONTON | ER RD I, GA 31024 |
| | |
| ZONING PUTNAM C JURISDICTION: | COUNTY |
| ZONING AG DESIGNATION: | |
| SITE COORDINATES: 1A | |
| LATITUDE: 33' 11' 45 | o.22" |
| LONGITUDE: -83° 23' | 29.89" |
| ELEVATION: 405.6' | |
| | |
| TENANT: T-MOBILE | |
| OCCUPANCY TYPE: UNMANNED |) |
| | S UNMANNED AND HUMAN HABITATION |

CONSULTING TEAM

| ENGINEERING FIRM: KIMLEY-HORN & ASSOCIATES 3875 EMBASSY PKWY, SUITE 280 AKRON, OH 44333 CONTACT: KEVIN CLEMENTS PHONE: (216) 505-7771 | TELEPHONE/FIBER COMPANY: WINDSTREAM 4005 N RODNEY PARHAM RD LITTLE ROCK, AR 72212 CONTACT: TBD PHONE: (833) 241-0100 |
|--|---|
| SURVEYING FIRM: | POWER COMPANY: |
| GEOLINE SURVEYING, INC. 13430 NW 104TH TERRACE, SUITE A ALACHUA, FL 32615 CONTACT: ZACK WALL PHONE: (386) 418–0500 | TRI-COUNTY EMC PO BOX 487 GRAY, GA 31032 CONTACT: TBD PHONE: (866) 254-8100 |

| 5 280 | TELEPHONE/FIBER COMPANY: WINDSTREAM 4005 N RODNEY PARHAM RD LITTLE ROCK, AR 72212 CONTACT: TBD PHONE: (833) 241-0100 |
|----------|---|
| SUITE A | POWER COMPANY: TRI-COUNTY EMC PO BOX 487 GRAY, GA 31032 CONTACT: TBD PHONE: (866) 254-8100 |

| | APPROVALS |
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| LANDLORD | DATE |
| APC TOWERS | DATE |

| APCTowers | |
|----------------------------------|--|
| APC TOWERS SITE NAME EATONTON | |
| | |

APC TOWERS SITE I.D. GA-1968

T-MOBILE SITE I.D. 9AT7222

E911 ADDRESS TBD NAPIER RD EATONTON, GA 31024

PROJECT TYPE 255' SELF-SUPPORT TOWER PLAN ORIGINATION DATE

03/11/25

ZONING DRAWINGS



DRIVING DIRECTIONS

FROM NEAREST CITY:

EROM NEAREST CITY: FROM ATLANTA, HEAD EAST ON I-20 E. AFTER 39.9 MILES, TAKE EXIT 98 FOR GA-11. AFTER 0.2 MILES, TURN RIGHT ONTO GA-11 S. AFTER 0.8 MILES, TAKE THE 2ND EXIT AT THE TRAFFIC CIRCLE TO STAY ON GA-11 S. AFTER 3.4 MILES, TURN LEFT ONTO GA-142 E. AFTER 23.7 MILES, TURN RIGHT ONTO LINCHBURG RD NW. AFTER 450 FT, CONTINUE ONTO BROWNS CHAPEL RD. AFTER 3.3 MILES, TURN RIGHT ONTO GLENWOOD SPRINGS RD. AFTER 450 FT, TURN LEFT ONTO FOLDS RD. AFTER 3.2 MILES, TURN RIGHT ONTO US-129 S. AFTER 2.8 MILES, TURN LEFT ONTO GA-212 E. AFTER 0.9 MILES, TURN LEFT ONTO TWIN BRIDGES RD SW AFTER 1.7 MILES SITE WIL BE ON THE PICHT RD SW. AFTER 1.7 MILES, SITE WILL BE ON THE RIGHT.

| | DRAWING INDEX | APC | Tou | IORC |
|---|---|--|---|-----------------------|
| SHEET # | SHEET TITLE | | | VEI 3 |
| T-1 | TITLE SHEET | | RKS ROAD, S IGH, NC 276 | |
| T-2 | LEGEND | | | |
| LS-1 | LAND SURVEY | | | |
| LS-2 | LAND SURVEY | | | |
| LS-3 | LAND SURVEY | Kimk | | Jorn |
| C-1 | AERIAL SITE PLAN - | Kimle | :y /// [| |
| C-2 | OVERALL SITE PLAN | 3-1-14/100-100-00000000000000000000000000 | A: PEF00379 | |
| C-3 | ENLARGED COMPOUND PLAN | | EIGH, NC 276 | 501 |
| C-4 | TOWER ELEVATION | | IE: 216-505-7 IMLEY-HORN | |
| C-5 | CONSTRUCTION DETAILS | | | |
| C-6 | SIGNAGE DETAILS | | | |
| C-7 | FENCE DETAILS | SET OF DOCU | MENTS IS PR | ROPRIETARY |
| C-8 | LANDSCAPE PLAN | BY NATURE. A OTHER THAN TO THE CLIENT | THAT WHIC | H RELATES |
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| (| | PROJECT No. | HCLE-73760 | |
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| C-4 | TOWER ELEVATION | | | | -HORN.CO | |
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LEGAL DESCRIPTION TOWER LEASE

ALL THAT TRACT OR PARCEL OF LAND LYING, SITUATE, AND BEING IN LAND LOT 125, 314TH GMD, COUNTY OF PUTNAM STATE OF GEORGIA, AND BEING MORE PARTICUARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A #4 REBAR SET, SAID REBAR HAVING GEORGIA STATE PLANE COORDINATES WEST ZONE OF NORTH 1163425.72' AND EAST 2533690.04', SAID REBAR BEING THE POINT OF BEGINNING. THENCE S23'00'00''E 100.00' TO A #4 REBAR SET; THENCE S67'00'00''W 100.00' TO A #4 REBAR SET; THENCE N23'00'00''W 100.00' TO A #4 REBAR SET; THENCE N67'00'00''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 LAND LOT 125, 314TH GMD, COUNTY OF PUTNAM STATE OF GEORGIA, AND BEING 10' PARALLEL TO AND ON EITHER SIDE OF THE MORE PARTICUARLY DESCRIBED CENTERLINE AS FOLLOWS.

BEGINNING AT A POINT ON THE SOUTHERN RIGHT-OF-WAY OF TWIN BRIDGES ROAD, SAID POINT HAVING GEORGIA STATE PLANE COORDINATES WEST ZONE OF NORTH 1163629.28' AND EAST 2533549.31', SAID POINT BEING THE POINT OF BEGINNING.

THENCE S23"00'00"E 242.37' TO THE POINT OF TERMINUS.

SAID PARCEL CONTAINS 4,847 SF (0.11 ACRES)

EXHIBIT "A"

ALL OF THAT TRACT OR PARCEL OF LAND BEING A PORTION OF LOT 1–13, OF THE DIVISION OF THE NAPIER ESTATE, LOCATED IN LAND LOTS 124, 125, 138 & 139, IN THE 3RD LAND DISTRICT AND 314 G.M.D., OF PUTNAM COUNTY, GEORGIA, CONTAINING 96.8 ACRES, MORE OR LESS, BEING ALL OF TRACT "B" AS SHOWN ON THAT PLAT MADE FROM A SURVEY BY BYRON L. FARMER, GEORGIA REGISTERED SURVEYOR NO. 1679, DATED FEBRUARY 21, 2000, WHICH SAID PLAT IS HERETO ATTACHED TO THIS DEED AND MADE A PART HEREOF BY REFERENCE. TAX ID: 057 010

BEING THE SAME PROPERTY CONVEYED TO BRENDAN. WRIGHT, GRANTEE, FROM RUTH B. NAPIER, GRANTOR, BY WARRANTY DEED RECORDED 07/1412000, IN BOOK 314, PAGE 32, OF THE PUTNAM COUNTY RECORDS.

SCHEDULE B II COMMITMENT EXCEPTIONS FROM COVERAGE 1-10 STANDARD EXCEPTIONS II. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 02104/1975, IN BOOK 7, PAGE 21, OF THE PUTNAM COUNTY RECORDS. (GENERAL IN NATURE) 12. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY. SET FORTH ON THE PLAT. RECORDED 09/07/1989. IN BOOK 17. PAGE 30, OF THE PUTNAM COUNTY RECORDS. (GENERAL IN NATURE) 13. SUBJECT TO THE EASEMENT SET FORTH IN THE DEED, RECORDED 10/30/1989. IN BOOK 7W, PAGE 195, OF THE PUTNAM COUNTY RECORDS. 14. EASEMENT IN FAVOR OF THE TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, RECORDED 07/03/1990, IN BOOK 4, PAGE 630, OF THE PUTNAM COUNTY RECORDS. (BLANKET IN NATURE) 15. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 07/14/2000, IN BOOK 26, PAGE 107, OF THE PUTNAM COUNTY RECORDS. (GENERAL IN NATURE) 16. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 12/17/2003, IN BOOK 28, PAGE 171, OF THE PUTNAM COUNTY RECORDS. (GENERAL IN NATURE-DOES NOT APPEAR TO AFFECT SUBJECT TOWER LEASE OR ACCESSUTILITY EASEMENT)





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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.

 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.

ANTENNA AND MOUNT DESIGN MUST COMPLY WITH TIA-EIA-222-G AND ALL LOCAL CODES.

CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.











| CONTINUE OF DESCRIPTION COA: PEF00379 421 FAYETTEVILLE STREET, SUITE 600 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 CALE: AS SHOWN DRAWN BY: TAM PLAN ORIG. DATE: 03/11/25 REVISIONS COASE PRELIMINARY A 03/11/25 PRELIMINARY NO. DATE DESCRIPTION COASE PRELIMINARY A 03/11/25 PRELIMINARY NO. DATE DESCRIPTION FROJECT NO. KHCLE-73760 SITE NAME: CA-1968 SITE ADDRESS: 117 NAPIER RD EATONTON, GA 31024 FILE NAME: GA-1968 SITE ADDRESS: 117 NAPIER RD EATONTON, GA 31024 FILE NAME: CASE SUITE CONSTRUCTION DETAILS DRAWING NO. REVISION: C-5 0 | (| | | | | |
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EXHIBIT A

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



4G Voice Service without the Proposed Site





4G Voice Service with the Proposed Site @ 250' AGL


EXHIBIT B

As Required in Sections 58-4(d)



1328453 1024824 6.27 Miles

Putnam County Planning & Zoning Administration Web App

Web App used to Update Parcel Zoning Data





File Attachments for Item:

6. Request by **Bailey Lively**, **agent for Betty Weem** 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 Betty Weem** for a conditional use at 671 Twin Bridges Road. Presently zoned AG. [Map 057, Parcel 010, District 4].*
- 6. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 1103 Oconee Springs Road. Presently zoned AG. [Map 107, Parcel 025, District 2].*
- 7. Request by **Rick McAllister, agent Imperial Park Holdings, LLC** to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*





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

APPLICATION CONDITIONAL USE

| Application Information (same as owner Yes B[] No []) | PLAN Property Information | 2025-COND-1 |
|--|-----------------------------------|------------------------------------|
| Name: Mike Daubenmire (Agent for APC) | Address: 1103 Oconee Spring | s Rd., Eatonton, GA 31024 |
| Address: <u>3875 Embassy Parkway, Suite 280</u> Akron, OH 44333 | Map: Presently Zoned: AG | Parcel: 107 025 _Com. District: |
| Phone: 216-230-4304 | Total Acreage: 11.85 | - |
| Email: mike.daubenmire@kimley-horn.com | In Conservation Use: Yes [] | No 🕅 |
| Fax: n/a | State Waters on Property: Ye | es [] No 🕅 |
| Arterial/State Road. Yes: No: X | | |
| Briefly describe the proposed conditional use: Propose | d Telecommunications Facil | ity |
| Existing zoning district classification of the property a Existing: <u>AG</u> North: <u>AG</u> South: <u>AG</u> East: | | |
| *SUPPORTING INFORMATION ATTACHED T | O APPLICATION*: | |
| RECORDED PLAT: X LETTER OF AGENCY | LETTER OF INTENT | (|
| COPY OF WARRANTY DEED: X | | |
| Source of domestic water supply: well, commune existing system, please provide a letter from provider. Presewer If sewer, please provide name of company presewer provider. | rovision for sanitary sewage disp | osal: septic system, or |
| *SIGNATURE OF APPLICANT: Bailey Lively (Agent for app | plicant) TSX DATE: | |
| *APPLICANT HEREBY AFFIRMS THAT APPLICANT IS SIGN THIS FORM ON OWNER'S BEHALF, AND AN COUNTY/CITY OF EATONTON HARMLESS IN THE EV LEGAL AUTHORITY. | PPLICANT AGREES TO INDEM | MNIFY AND HOLD PUTNAM |
| DATE FILED S 125 FEE: \$ 245.00 CK. NO. RECEIPT # 2634409034052 CK. NO. DATE OF NEWSPAPER AD: 68025 PLANNING & ZONING HEARING: 6125 COMMISSIONERS'/CITY COUNCIL HEARING: 61925 | DATE SIGN POSTED: RESULT: | |

Revised 1-04-24



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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

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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)

<u>Section 58-5 – Placement by Zoning District</u>

(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-Mobiles 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,

Page 2

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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.

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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.

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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.**

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(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

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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

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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.

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(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 Page 9



GEORGIA, BALDWIN COUNTY.

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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 $\frac{13}{2}$, page $\frac{11}{2}$, 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 <u>3/</u> day of January, 1986.

trice H. Lancaster (SEAL)

Signed, sealed and delivered in the presence of: Alla Allan Sey. Notary Public, GA. at Large. My commission expires: 8/26/88

(Notary SEal Affixed)

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

this with to indude

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

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PUTNAM COUNTY PLANNING & DEVELOPMENT



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

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 <u>must</u> 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) | 4886 | Date: which's | |
|----------------------|-------------------------------------|------|---------------------------------------|--|
| | | | · · · · · · · · · · · · · · · · · · · | |

I swear that I am the owner of the property listed above. I authorize **Bailey** (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.

Owne gnature Notary Public Sworn and subscribed before me this Notary Public Wake County My Comm. Exp. 04-12-2028 day of end 20

Revised 1-04-24



PUTNAM COUNTY PLANNING & DEVELOPMENT

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

CAMPAIGN CONTRIBUTION DISCLOSURE

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

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

| Name of Recipient | Date | Contribution Amount | Description of Gift | Value of Gift |
|---|------|---------------------|---------------------|---------------|
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| - and all the second | | | | |

Name of Business: APC Towers & Kimley - Hor

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.

Owner or Applicant Signature

Notary Public Sworn and subscribed before me this st day of May 20 2 5



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JASON RIGGS Notary Public - Seal Hendricks County - State of Indiana Commission Number NP0649604 My Commission Expires Jan 22, 2030

Revised 1-04-24

| space | above jor | court recording |
|-------|-----------|-----------------|
| | | |

IN THE PROBATE COURT OF PUTNAM COUNTY STATE OF GEORGIA

)

IN RE: ESTATE OF

George H. Weems, Jr.

ESTATE NO. 23ES0083

PUTNAM COUNTY, GEORGIA

15 DAY OF

PROBATE COURT

FILED

JUDGE

DECEASED

O.C.G.A. §53-5-8(b) FILING

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

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

This the 15th day of August , 2023. ean Weems Printed Name of Personal Representative #1 (if applicable)

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 15^{20} day of August , 2023

Signature of Beneficiar

Printed Name of Beneficiary

NOTARY/CLERK OF PROBATE COURT My Commission Expires:

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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

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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 2th day of September, 1999.

George Harlang.

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 _____ day of ______ , 1999.

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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 ($100' \times 100' - 10,000$ 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 (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

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 (the "*Easement Fee*") A one-time payment of 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.

APC Site ID: GA-1970 - Eatonton Easement

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2. Feasibility Studies. Upon prior notification to Grantor, during the Option Period and any Exended 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.

Grantor's Cooperation. Grantor shall furnish to Grantee, within five (5) business days of 3. 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).

APC Site ID: GA-1970 - Eatonton Easement

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Initials: BAW DA

- (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 preaprpoved Easement Agreement attached hereto as <u>Exhibit C</u> 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 Grantee 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. <u>Non-competition</u>. 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.

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10. <u>Broker/Grantor's Agent</u>. 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.

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- (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. <u>Notices</u>. 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. <u>Assignability/Binding Effect</u>. 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

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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. <u>Severability</u>. 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. <u>Tower Removal</u>. 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. <u>Applicable Law</u>. 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. <u>Attorney's Fees</u>. 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. <u>Counterparts</u>. 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)

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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: | C/B * |
|-------|-----------------------|
| 2). | |
| Name: | Daniel C. Agresta III |

| Title: | President & CEQ |
|--------|-----------------|
| Date: | 3/17/2005 |

GRANTOR:

| ESTAT | E OF GEORGE H. WEEMS, JR. |
|--------|---------------------------|
| | Beth Jean Weenin |
| By: | per lan com- |
| Name: | Betty Jean Weems |
| Title: | Executor |
| Date: | 3.4-2025 |

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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

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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 6O Page 80 of the Putnam County Records.

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EXHIBIT B TO OPTION FOR EASEMENT AGREEMENT

DESCRIPTION OF EASEMENT



Notes:

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1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.

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- 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.

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EXHIBIT C

EASEMENT AGREEMENT

(Attached Hereto)

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EASEMENT AGREEMENT

PREPARED BY AND WHEN RECORDED RETURN TO:

Talicia C. Neal Jalicia C. Mal 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,

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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 <u>Exhibit B-2</u> 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. <u>Term</u>. 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 <u>Schedule 1</u> 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 <u>March</u>. Grantee's failure to remit payment for the Fee pursuant to this paragraph shall be deemed to be a default under this Agreement.

5. <u>Termination</u>. 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

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

6. <u>Improvements: Utilities</u>. 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'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. <u>Taxes</u>. 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 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 or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

9. <u>General Indemnity</u>. 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

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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. <u>Assignment</u>. 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. <u>Casualty and Condemnation</u>. 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. 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. <u>Covenant Running with the Land</u>. 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

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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. <u>Exclusivity</u>. 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. <u>Miscellaneous</u>. (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

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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. <u>Maintenance and Access</u>. 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. <u>Recording</u>. 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)

APC Site ID: GA-1970 - Eatonton Easement

Page 16 of 28

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

GRANTOR:

ESTATE OF GEORGE H. WEEMS, JR.

Name: ecuto Title: .4-202! 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.

GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

1 .

COUNTY OF PUINAM

On the <u>day of March</u> in the year 2025 before me, the undersigned, personally appeared <u>Betty Jean Weens</u>, 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.

Brande & Abernathy

Brandi L. Abernathy Notary Public

My Commission Expires: 10 0 2020

APC Site ID: GA-1970 - Eatonton Easement Page 17 of 28

RECEIVED MAY 0 6 2025

GRANTEE:

APC TOWERS IV, LLC, a limited liability company A By: Name: Daniel C. Agresta III Title: President & CEO 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.

Date:

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 day of 2025.

Talicia C. Neal, Notary Public

Notary Public Wake County My Comm. Exp. My Comm. Exp. My Comm. Exp.

My Commission Expires: April 12, 2028.

APC Site ID: GA-1970 - Eatonton Easement Page 18 of 28

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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 6O Page 80 of the Putnam County Records.

APC Site ID: GA-1970 - Eatonton Easement

Page 19 of 28

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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:

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- 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.

APC Site ID: GA-1970 - Eatonton Easement Page 20 of 28

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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.

APC Site ID: GA-1970 - Eatonton Easement Page 21 of 28

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SCHEDULE 1

EASEMENT FEE

A one-time payment of

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.

reduced by the

APC Site ID: GA-1970 - Eatonton Easement

Page 22 of 28

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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 which Agreement contains, among other things, the following terms:

1. <u>Description of Option</u>. 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 <u>Exhibit A</u> attached to this Memorandum.

2. <u>Option Term.</u> 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. <u>Easements.</u> 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. <u>Ratification of Agreement.</u> 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)

APC Site ID: GA-1970 - Eatonton Easement

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Page 24 of 28

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

GRANTOR:

ESTATE OF GEORGE H. WEEMS, JR.

By Name: Title: 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.

GRANTOR ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF PLADAM

On the <u>4</u>th day of <u>March</u> in the year 2025 before me, the undersigned, personally appeared <u>Betty Jcan Neeros</u>, 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 K. Abernathey

Brandi L. Abernathy Notary Public

My Commission Expires: 10 4 2026

APC Site ID: GA-1970 - Eatonton Easement

Page 25 of 28

RECEIVED MAY 0 6 2025

GRANTEE:

APC TOWERS IV, LLC, a limited liability company By

Name: Daniel C. Agresta III

Title: President & CEO 025 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 2025. day of Notary Public Wake County My Comm. Exp. 04-12-2028 Talicia C. Neal, Notary Public My Commission Expires: April 12, 2028.

APC Site ID: GA-1970 - Eatonton Easement

RECEIVED MAY 0 6 2025

Page 26 of 28

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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 6O Page 80 of the Putnam County Records.

APC Site ID: GA-1970 - Eatonton Easement

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Page 27 of 28

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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.

APC Site ID: GA-1970 - Eatonton Easement Page 28 of 28

Initials: 13. W. DA

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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



Sabre Industries, Inc. • 7101 Southbridge Drive • Sioux City, IA 51111 P: 712-258-6690 F: 712-279-0814 W: www.SabreIndustries.com

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| PROJECT SUMMARYAPC TOWERS SITE NAME:EATONTONAPC TOWERS SITE NUMBER:GA-1970TMOBILE SITE NUMBER:9AT7225PROPERTY SITE ADDRESS:1103 OCONEE SPRINGS RD EATONTON, GA 31024PROPERTY PROPERTY OWNER:GEORGE & BETTY WEEMSPROPERTY PARCEL NUMBER:107 025E911 ADDRESS:OCONEE SPRINGS RD EATONTON, GA 31024TOWER OWNER:OCONEE SPRINGS RD EATONTON, GA 31024TOWER OWNER:APC TOWERS IV, LLC. 8601 SIX FORKS ROAD SUITE 250 RALEIGH, NC 27615ZONING DESIGNATION:PUTNAM COUNTYSITE COORDINATES: LONGITUDE:IA - AGRICULTURALSITE COORDINATES: ELEVATION:IA SUITE 250 RALEIGH, NC 27615APPLICANT:APC TOWERS IV, LLC. 8601 SIX FORKS ROAD SUITE 250 RALEIGH, NC 27615APPLICANT:APC TOWERS IV, LLC. B601 SIX FORKS ROAD SUITE 250 RALEIGH, NC 27615TENANT:T-MOBILE OCCUPANCY TYPE:OCCUPANCY TYPE:UNMANNED A.D.A. COMPLIANCE:A.D.A. COMPLIANCE:FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION | | |
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| | A.D.A. COMPLIANCE: | |

CONSULTING TEAM

| SITE ACQUISITION & ENGINEERING FIRM: KIMLEY-HORN & ASSOCIATES 3875 EMBASSY PKWY, SUITE 280 AKRON, OH 44333 CONTACT: MIKE DAUBENMIRE PHONE: (216) 230-4304 | TELEPHONE/FIBER COMPANY: AT&T 208 S, AKARD ST DALLAS, TX 75202 CONTACT: TBD PHONE: (877) 432-9087 |
|---|--|
| SURVEYING FIRM: GEOLINE SURVEYING, INC. 13430 NW 104TH TERRACE, SUITE A ALACHUA, FL 32615 CONTACT: ZACK WALL PHONE: (386) 418–0500 | POWER COMPANY: TRI-COUNTY EMC 310 WEST CLINTON ST GRAY, GA 31032 CONTACT: TBD PHONE: (866) 254-8100 |

| APPROVALS | | | |
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| LANDLORD | | DATE | |
| APC TOWERS | | DATE | |

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APC TOWERS SITE NAME EATONTON

APC TOWERS SITE I.D. T-MOBILE SITE I.D. 9AT7225 GA-1970 E911 ADDRESS

OCONEE SPRINGS RD EATONTON, GA 31024

PROJECT TYPE 255' SELF-SUPPORT TOWER W/ 5' LIGHTNING ROD (260' OVERALL) PLAN ORIGINATION DATE

04/07/25

ZONING DRAWINGS



DRIVING DIRECTIONS

FROM NEAREST CITY:

FROM NEAREST CITY: FROM ATLANTA, HEAD EAST ON I-20 E. AFTER 56.5 MILES, TAKE EXIT 114 FOR US-129/US-441 TOWARD EATONTON. AFTER 0.3 MILES, TURN RIGHT ONTO US-129/US-441 S. AFTER 13.9 MILES, TAKE A SLIGHT RIGHT TOWARD BETHEL CHURCH RD NE. AFTER 200 FEET, TURN LEFT ONTO BETHEL CHURCH RD NE. AFTER 1.1 MILES, TURN RIGHT ONTO LOWER HARMONY RD. AFTER 1.7 MILES, TURN LEFT ONTO DANCE RD. AFTER 1.0 MILE, TURN LEFT ONTO GA-44 E. AFTER 0.8 MILES, TURN RIGHT ONTO N WESLEY CHAPEL RD. AFTER 2.2 MILES, TURN LEFT ONTO CARTER DEARMAN RD SE. AFTER 1.3 MILES, TURN LEFT ONTO OCONFE SPRINGS RD SE AFTER 2.7 MILES. SITE WILL BE ON THE LEFT. OCONEE SPRINGS RD SE. AFTER 2.7 MILES, SITE WILL BE ON THE LEFT.

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| C-2 | OVERALL |
| C-3 | ENLARGED |
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| C-5 | CONSTRUC |
| C-6 | SIGNAGE [|
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| C-8 | LANDSCAF |
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| THE PROPOSED PROJECT IN |
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| CONSTRUCT (1) 255' SE LIGHTNING ROD |
| CONSTRUCT FENCED GR. |
| LOCKING ACCESS GATE, LEASE AREA |
| INSTALL (1) H—FRAME W |
| INSTALL PROPOSED POW |
| CONSTRUCT 12' WIDE GF |
| INSTALL VEGETATION BUILDED |
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| CODE C |
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| ALL WORK SHALL BE PERFO IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOF AUTHORITIES. NOTHING IN T TO PERMIT WORK NOT CONI <u>CODE TYPE</u> <u>CODE</u> |

| BUILDING/DWELLING | |
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TOWER ELEVATION

C-4

REVISION: Α

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.



7. AFTER PROJECT COMPLETION ALL DISTURBED AREAS OUTSIDE OF COMPOUND MUST BE SEEDED WITH LOW MAINTENANCE GRASS.

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



| | 24* | - WHITE BACKGROUND | 18" | 12" NOTICE (((···))) ((···)) Image: Constraint of the second sec | BLUE BACKGROUND W/ WHITE LETTERING WHITE BACKGROUND W/ BLACK LETTERING AND BLACK SYMBOL |
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| 18" | APC SITE NAME: EATONTON APC SITE #: GA-1970 OCONEE SPRINGS RD EATONTON, GA 31024 FCC: XXXXXXX | W/ BLACK LETTERING | RED BACKGROUND W/ BLACK LETTERING WHITE BACKGROUND W/ BLACK LETTERING | 12" | |
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1. ALL FENCING MATERIAL MUST BE GALVANIZED.

2. ALL POSTS MUST HAVE STEEL CAPS.

3. ALL POSTS AND BRACING MUST BE

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

9. CONTRACTOR TO PROVIDE AND INSTALL "STYMIE LOCK" ON COMPOUND GATE, WORK WITH CLIENT ON GATE COMBO.



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)





Reliable In-Vehicle Coverage (-99 >x>=-107 dBm) Reliable In-Building Coverage (>=-99 dBm)







Reliable In-Vehicle Coverage (-99 >x> =-107 dBm) Reliable In-Building Coverage (>=-99 dBm)

Kimley **Whorn**

EXHIBIT B

As Required in Sections 58-4(d)



138

Putnam County Planning & Zoning Administration Web App

Neb App used to Update Parcel Zoning Data





File Attachments for Item:

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



- 5. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 671 Twin Bridges Road. Presently zoned AG. [Map 057, Parcel 010, District 4].*
- 6. Request by **Bailey Lively, agent for Betty Weem** for a conditional use at 1103 Oconee Springs Road. Presently zoned AG. [Map 107, Parcel 025, District 2].*
- 7. Request by Rick McAllister, agent Imperial Park Holdings, LLC to rezone 3.0 acres at 301 New Phoenix Road from AG to C-1. [Map 105, Part of Parcel 019, District 1].*

| | REZONING | JOSE DEJONE | | DATE. | May 28, 2025 |
|----------|----------------------------------|---|-----------------------|--------------|------------------|
| | $_{\rm AP}$ 105 | PARCEL 019 | | | |
| | | parcel | ZONING DIS | TRICT | //0 |
| 1. | | | Rick McAllister | | |
| 2. | | If different from above): | | | |
| 3. | | 1341 Beverly Drive A | | | 0 |
| 4. | | rmcallister.msc@gma | | | |
| 5. | Phone: (home) | (office) | | (cell) | 706-206-5030 |
| 6. 7. | | e subject property, including x Road roposed to be rezoned (state | | | |
| 8. | | ng district desired:C- | | | |
| 9. | The purpose of this See attached | s rezoning is (Attach Letter letter of Intent | of Intent) | | |
| 10. | Present use of pro | operty: AG | Desired | use of prop | erty: <u>C-1</u> |
| | | listrict classification of the | property and adjacent | t properties | : |
| Not | sting: AG rth: Public/AG | South: R-1R | East: R- 1R | W | est:C-1 |
| | | deed for proof of ownership cy from each property own | | | |
| not | | | | | |

A PLA

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

RECEIVED MAY 3 0 2025

1-04-24



PUTNAM COUNTY PLANNING & DEVELOPMENT 117 Putnam Drive, Suite B & Eatonton, GA 31024

Tel: 706-485-2776 0 706-485-0552 fax 0 www.putnamcountyga.us

17. Provision for sanitary sewage disposal: septic system \underline{x} , or sewer $\underline{}$. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.

18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).

19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)

20. Proof that property taxes for the parcel(s) in question have been paid.

- 21. Concept plan.
 - If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
 - A concept plan may be required for commercial development at director's discretion

22. Impact analysis.

- If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
- An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

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

| Ispend Park Holdings by 5-29-25 | Rechtedliche 5-29-25 |
|--|------------------------------|
| Signature (Property Owner) (Date) | Signature (Applicant) (Date) |
| none a mesile | mille amerik |
| Notary Public app Sept 26, 2020 26 2026 2026 2026 2026 2026 2026 2 | Notary Public |
| Office Use | |
| Date Application Received: Reviewed for completeness by: Date of BOC hearing: Date s | 5/20/25 |
| | |

DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

1-04-24

RECEIVED MAY 3 0 2025
<u>LETTER OF INTENT – IMPERIAL HOLDINGS, LLC</u> <u>C1 ZONING REQUEST</u>

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

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

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



May 29, 2025

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

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

Dear Ms. Jackson,

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

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

Please let me know if you have any questions.

Sincerely

fuck Applista

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



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

Return to: Huskins Law Firm LLC, 114 % West Marion Street, Eatonton, Georgia 31024

LIMITED WARRANTY DEED

STATE OF OBORGIA, COUNTY OF PUTNAM

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

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

SEE EXHIBIT A

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

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

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

RECEIVED MAY 3 0 2025

linand SER. (SEAL) Mary Caloline G. Jones - H L Notary Public My Commission Expires: 3-3-Ue (Affix Notary Seal EXPIRES GEORGI larch 3, 202 (SEAL) nes M. Gregor Notary Public My Commission Expires: 3-3-20 (Affix Notary Seal RGL

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

Signed, scaled and delivered in presence of:

mess

star (SBAL) Ann G. Jester

ne 15,2022 Notary Public

My Commission Expires: (Affix Notary Scal)





149

Exhibit A

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

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

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PUTNAM COUNTY PLANNING & DEVELOPMENT 117 Putnam Drive, Suite B & Eatonton, GA 31024 Tel: 706-485-2776 & 706-485-0552 fax & www.putnamcountyga.us

The Putnam County Code of Ordinances, Section 66-167(c) states as follows:

"When any applicant or his attorney for a rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

a. The name and official position of the local government official to whom the campaign contribution was made; and

b. The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution. The disclosures required by this section shall be filed within ten days after an application for the rezoning action is first filed."

1. Name: Rick McAllister

2. Address: 1341 Beverly Drive Athens GA

3. Have you given contributions that aggregated \$250.00 or more within two years immediately preceding the filing of the attached application to a candidate that will hear the proposed application? <u>Yes</u> <u>X</u> No If yes, who did you make the contributions to?:

| Signat | ure of . | Ap | olicar | nt: | | Richtshistac | _ |
|--------|----------|-------------|--------|-----|----|--------------|---|
| Date: | 5 | <u>_</u> [_ | 28 | | 25 | | |

INTERNET TAX RECEIPT PARCEL 4 BONNER PLACE 105 019

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

| то | IMPERIAL PARK HOLDINGS LLC |
|----|----------------------------|
| | 185 N WESLEY CHAPEL ROAD |
| | EATONTON, GA 31024 |

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





Scan this code with your mobile phone to view this bill

INTERNET TAX RECEIPT

| Contraction of the second | ORIGINAL TAX DUE |
|---|---------------------|
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| | \$2,327.81 |
| | TOTAL DUE |
| | \$0.00 |

Date Paid: 11/12/2024



PUTNAM COUNTY PLANNING & DEVELOPMENT 117 Putnam Drive, Suite B & Eatonton, GA 31024 Tel: 706-485-2776 0 706-485-0552 fax 0 www.putnamcountyga.us

LETTER OF AGENCY- Rezone and Preliminary Plat

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

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

ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT. 11

| THIS | 28-4 | DAY OF | May | ,2025 |
|------|------|--------|-----|-------|
| | | | 1 | |

SIGNATURE ADDRESS: 530, New Phoenip Rd PHONE: (706) 485-98

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS DAYOF ,2025

NOTARY <u>Mille & Mesil</u> My commission expires: <u>Sept 26, 2026</u>



(SEAL)

Revised 7-16-21

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IMPACT ANALYSIS PARCEL 105-019 (PARTIAL)

PROPOSED C-1 DEVELOPMENT REZONING REQUEST.



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

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|--------------------------|----------------------|
| Impact Study Information | Page 4 |
| Traffic Study | Attachment |
| Plat of Property | Attachment |
| Existing Conditions | Attachment |
| Existing ZoningSee C | Conceptual Site Plan |
| Conceptual Site Plan | Attachment |

- 2 -

LETTER OF INTENT – IMPERIAL HOLDINGS, LLC C1 ZONING REQUEST

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

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

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



IMPACT ANALYSIS INFORMATION

ITEM #1

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

The proposed use is acceptable in C-1 Zoning.

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

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

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

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

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

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

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

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

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

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

159

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

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

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

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

ITEM #2 TRAFFIC ANALYSIS – (SEE ATTACHMENT)

ITEM#3

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

5000 SF Convenience Store with associated fuel pumps

ITEM #4

Effect on environment surrounding the area:

Natural:

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

Erosion:

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

Historic:

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

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

ITEM #5

Impact on fire protection - TBD

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

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



OLD PHOENIX ROAD COMMERCIAL DEVELOPMENT (EMBRY)

Traffic Impact Study 2025-70



Paul Simonton paul@simontoneng.com

Hinesville, Georgia Phone: (912) 977-1502 Greensboro, Georgia Phone: (706) 454-0870 Fax (706) 454-0871



Old Phoenix Road Traffic Impact Study

General

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





EXISTING TRAFFIC

The existing AM and PM peak hour traffic at the intersection was measured on January 24, 2023, and is reflected in the table on the following page.

| | | | • | | | | - | | | | - | | | | | |
|------------|----------------|------------|--------------|------|----------------|------------|----------|---------|--------------------------|---------------|------------|----------|--------------------------|------------------|------------|--|
| | Old Phoenix Rd | Northbound | pur | 96 | Old Phoenix Rd | Southboand | DC | an A | New Phoenix Rd Eastbound | d Eastbour | EF. | Nev | New Phoenix Rd Westbound | d Westbou | <u>I</u> g | directions |
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PEAK HOUR TRAFFIC ALL DRECTIONS

As can be seen by examination of the existing peak hour traffic table, the morning (AM) peak occurs from 7:15 to 8:15 AM with a total traffic through the intersection of 577 vehicles. The PM peak occurs from 5:00 to 6:00 and totals 529 vehicles. It can be seen that Old Phoenix Rd is the major contributor to the intersection with New Phoenix being a minor impact.

Predicted Traffic

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

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

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

- Existing total daily trips through the intersection = 975 during the AM 2 hours and 972 in the PM 2 hour period.
- Projected Weekday two way Volume = (7054*60%) 4232 TPD
- Projected Peak Hour Total = (250*60%) 150 PM (TPH)
- Projected Enter/Exit Peak Hour Trips (PM)= 75 Enter 75 Exit during peak hour
- Old Pheonix Rd entry
 - o Eastbound right turn arrivals (80% of 50%) = (2,116*80%) 1692 (TPD)
 - o West bound left turn arrival (80% of 50%) = (2,116 * 80%) 1692 (TPD)
- New Phoenix Rd entry 1692
 - North bound right turn arrivals (20% of 50%) = (2116*20%) 423 (TPD)
 - o South bound left turn arrivals (20% of 50%) =(2116*20%) = 423 (TPD)

4

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

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

Table 1

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



NEW PHOENIX RD (11)2 --(45)13 --(53)29 -PROPOSED PROJECT SITE EMC SUBSTATION (7)3 (299)97 (3)10 (26)12 OLD PHOENIX RD OLD PHOENIX RD (8)26-(19)59 (105)279 (5)3 (6)3 ଞ୍ଚ NEW PHOENIX RD 1050 PARKSIDE COMMONS SUITE 101 GREENSEORO, GA 30642 TEL: (706) 454-0870 WWW.simonTomergineering.com ITON ERING EXISTING TRAFFIC PEAK HOUR TRAFFIC (XXX) AM XXX PM ENGINE

Existing Peak Hour Movements for Project Figure 1

NEW PHOENIX RD EMC SUBSTATION PROPOSED PROJECT SITE 423 381 1692 OLD PHOENIX RD OLD PHOENIX RD 1734 ß ADDITIONAL DAILY TRAFFIC GENERATED BY DEVELOPMENT ==4232 TRIPS PER DAY. NEW PHOENIX RD ADDITIONAL DAILY DISTRIBUTION & MOVEMENTS SIMONTON ENGINEERING 1050 PARKSIDE COMBIONS SUITE 101 GREENSRORCI, GA 30642 TEL: (766) 454-0870 WYAN SINGNOBER BINGSTAR, COM

Projected Daily Traffic Movement

Turning Movement Evaluation

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

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

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

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

| Posted Speed | the second s | Routes DT | The second se | nes on Main Road ADT |
|----------------|--|---------------|---|-------------------------|
| | < 6,000 | >≖6,000 | <10,000 | >=10,000 |
| 35 MPH or Less | 200 RTV a day | 100 RTV a day | 200 RTV a day | 100 RTV a day |
| 40 to 50 MPH | 150 RTV a day | 75 RTV a day | 150 RTV a day | 75 RTV a day |
| 55 to 60 MPH | 100 RTV a day | 50 RTV a day | 100 RTV a day | 50 RTV a day |
| >= 65 MPH | Always | Always | Always | Always |

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

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

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

4.9.1.2 Minimum Requirements for Left Turn Lanes

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

| Co | nditi | on | 1 |
|----|-------|----|---|
| | | | |

| Posted Speed | 2 Lane | Routes | | anes on Main ad |
|----------------|---------------|--|---------------|--------------------|
| | A | DT AND | AI | স |
| | <6,000 | >=6,000 | <10,000 | >=10,000 |
| 35 MPH or Less | 300 LTV a day | 200 LTV a day | 400 LTV a day | 300 LTV a day |
| 40 to 50 MPH | 250 LTV a day | 175 LTV a day | 325 LTV a day | 250 LTV a day |
| >= 65 MPH | 200 LTV a day | 150 LTV a day | 250 LTV a day | 200 LTV a day |

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

Condition 2

| Posted Speed | 2 La | ine Routes only |
|----------------|---------------|-----------------|
| and the second | | AQT |
| | <4,000 | >=4,000 |
| 35 MPH or Less | 200 LTV a day | 125 LTV a day |
| 40 to 45 MPH | 100 LTV a day | 75 LTV a day |
| 50 to 55 MPH | 75 LTV a day | 50 LTV a day |

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

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

Conclusions & Recommendations

This study meets the requirements of the *Putnam County Traffic Impact Study* in that it assess and project's impact of the development on the existing infrastructure based on the projected site plan included. As noted above, both a right turn lane and a left turn lane is warranted on Old Phoenix Rd and New Phoenix Rd. During the site design phase we should consider one of the drives being limited access and the other being moved as far away from the intersection as possible. 172

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Putnam County Planning & Zoning Administration Web App





File Attachments for Item:

8.

TYDATE: S/ZG/ZS



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B & Eatonton, GA 31024

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

City of Eatonton
Putnam County
X

APPEAL APPLICATION

THE UNDERSIGNED HEREBY REQUESTS AN APPEAL BEFORE THE: _____PLANNING & ZONING COMMISSION

BOARD OF COMMISSIONERS/CITY COUNCIL

APPLICANT: Thunder Valley Owners Association, Inc. and Individual Residents (see attached)

 ADDRESS:
 c/o R. Matthew Reeves, Esq.

 Andersen Tate & Carr, P.C.
 One Sugarloaf Centre, Suite 4000, 1960 Satellite Blvd., Duluth, GA 30097

 PHONE:
 770-236-9768

APPEAL IS AGAINST: (check one of the following)

X Decision made by the Director of Planning & Development Building Permit # Planning & Zoning Commission Decision

REASON FOR APPEAL:

Appeal of Preliminary Plat approval, due to conflicting zoning conditions concerning access, which reference Thunder Valley, and applicable County ordinances. See attached / enclosed.

X _____FILING FEE (\$100.00 - CHECK NO. _____41885 _____CASH _____)

SIGNATURE OF APPLICANT:

* ALL APPEALS MUST BE FILED WITHIN TEN DAYS OF SAID DECESIONS PER THE PUTNAM COUNTY CODE OF ORDINANCES, CHAPTER 66 – ZONING, SEC. 66-62(e)(1) AND SEC. 66-64(a)(6)a.







R. Matthew Reeves Email: <u>mreeves@atclawfirm.com</u>

Telephone: 770.822.0900 Direct Dial: 770.236.9768 Direct Fax: 770.236.9778

May 29, 2025

Via Email ljackson@putnamcountyga.us, candrews@putnamcountyga.us, lbutterworth@putnamcountyga.us, Facsimile 706-485-0552, and Federal Express

Putnam County Planning & Development Department Director Attn: Ms. Lisa Jackson 117 Putnam Drive, Suite B Eatonton, GA 31024

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

Re: Appeal of Moflin Investments, LLC's Preliminary Plat application approval

Dear Ms. Jackson and Planning and Zoning Commission:

This letter is written on behalf of both Thunder Valley Owners Association, Inc. and the individual resident appellants named below, to appeal the approval of Moflin Investments, LLC's Preliminary Plat application enclosed herewith, to the Putnam County Planning and Zoning Commission pursuant to Section 66 of Putnam County's ordinances. This appeal is filed within ten days of the approval of the Preliminary Plat, on or about May 20, 2025.

The Preliminary Plat approval violates the specific zoning conditions relating to access that are on file in Putnam County's records, namely the November 7, 1995 rezoning ordinance for the parcel in question which provides as follows:

APPROVE REQUEST BY LARRY CLACK TO REZONE PROPERTY ON GREENSBORC ROAD BETWEEN CLACK CIRCLE AND THUNDER ROAD FROM R1 TO C1 WITH STIPULATION OF LIMITED ACCESS OFF CLACK CIRCLE AND NO ACCESS TC THE COMMERCIAL PROPERTY FROM RIVERSIDE DRIVE AND THUNDER ROAD (MAP 38A-PARCEL 98 EXCLUDING AREA NEXT TO LOTS 90 AND 97 OF THUNDER VALLEY SUBDIVISION).

Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Davis, that the recommendation of the Planning & Zoning Commission to approve this request be upheld. Motion carried with Commissioners Davis, Layson and Poole voting yes. Commissioner Hallman abstained because of family connection.
May 29, 2025 Page 2 of 4



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The specific access zoning condition imposed on Moflin's property and on file in the County's records, mitigates damages and nuisances to adjacent residential landowners in Thunder Valley subdivision who have purchased and improved their valuable Lake Oconee residential homes in reliance upon the 1995 access zoning conditions. Changing the status quo and steering commercial traffic onto Riverside Drive and Thunder Road, rather than SR 44, would damage my clients' homes and property values, and my clients therefore present Constitutional Objections to this Preliminary Plat which imposes that damage. Commercial traffic is more suitable on SR 44, which contains commercial and other miscellaneous traffic, rather than the residential streets and subdivision which the 1995 zoning condition protects.

My clients will be directly and specially harmed by the safety hazards caused by a commercial driveway and gas station exit within 100 feet or so of their residential properties. "Egregious" is how some have described this change. Right now and since the 1995 zoning conditions, my clients have enjoyed residential character and safety. The Preliminary Plat injects 14 acres of commercial traffic into a quiet and valuable residential neighborhood and presents numerous special damages and safety hazards to my clients, their children and grandchildren.

Putnam County's ordinance Section 28-65 provides as to Design Guidelines for major subdivisions and site improvements that - "Traffic loading on the existing street system must be considered. If the additional traffic volume is determined by the director to exceed the design specifications of the existing street and/or the nearest street intersection, the director may deny access or require the developer to improve the existing street and/or intersection approaches to accommodate the additional volume." My clients request for this County ordinance to be applied, in addition to the 1995 zoning condition above, to protect residential properties and streets. My clients have tried to obtain a traffic study concerning this application, and apparently no traffic study was required from Moflin before approving the Preliminary Plat.

Apparently, Moflin has stated or implied that Moflin does not have access to State Road 44/Greensboro Road. My client has checked with the Georgia DOT, and the Georgia DOT says otherwise in the enclosed documents. That argument by Moflin is inaccurate. There are no known SR 44 access limitations imposed by Georgia DOT on Moflin's property. Moflin needs to exercise due diligence and pursue a Georgia DOT commercial curb cut application, rather than

May 29, 2025 Page 3 of 4



delaying further on that request and attempting to obtain residential street access which was specifically prohibited in 1995.

Moflin's argument concerning implied repeal of zoning conditions imposed prior to 2007 or 2020 would present unintended consequences and a pandora's box of additional problems and conflicts on properties across the County, and there is no need to cause chaos across Putnam County by setting a flawed precedent in this matter. My clients were specifically named as beneficiaries to the 1995 zoning condition concerning access, and neither the 2007 nor 2020 countywide ordinances gave statutory notice and due process for a change in these specific zoning conditions which are still on file with Putnam County and are beneficial to Putnam County and my clients.

Moflin's Preliminary Plat presents safety hazards and site distance hazards to residential drivers and pedestrians, who would not be placed in danger if Putnam County adheres to zoning conditions which restrict access to SR 44 for this large commercial development. Moflin's Preliminary Plat also inflicts wear and tear and damage upon local residential streets, and would cause a drain on public funds on these local roads, whereas SR 44 is a state road with state funds available for maintenance.

The Department jumped the gun and prematurely signed the Preliminary Plat ON May 20, 2025, before the Board of Commissioners could consider requiring a Declaratory Judgment relating to this serious zoning condition matter on May 23, 2025. That is irregular, and another violation of my clients' due process and private property rights.

Moflin's caselaw is inapplicable. Moflin presents the right answer to the wrong question. In the *Westinghouse* case, the zoning resolution in question contained no conditions. There had been discussions and notes about potential zoning conditions, but no conditions were enacted in the zoning resolution. That is not the situation with Moflin's property. Putnam County's 1995 zoning resolution contained specific conditions concerning access being only on SR 44, and not on Riverside Drive and Thunder Road, specifically to protect the homeowners in Thunder Valley subdivision, who present this Appeal requesting you to honor the zoning condition on point.

Moflin's "Four Corners" case, *East Georgia Land*, addresses <u>lost records</u>. In this matter before you, there is a specific 1995 zoning resolution which is in existence and is not lost, and which my clients request to be enforced by way of this Appeal.

Moflin's convoluted zoning ordinance boilerplate repealer language argument is equally unsound. **Putnam County's 2020 zoning ordinance specifically honored preexisting specific zoning conditions on file**. Moflin's property is C-1 now, was shown as C-1 in the 2007 and 2020 ordinance, and was rezoned to C-1 in 1995 in the ordinance referenced above which contains specific access zoning conditions. Perhaps if the 2007 or 2020 ordinance had rezoned Moflin's property there would be a different analysis, but there is nothing specific in the 2007 or 2020 ordinances that indicate an intention of eliminating the 1995 C-1 zoning conditions which were and are in existence and on file with Putnam County.

May 29, 2025 Page 4 of 4



My clients request that this Appeal be granted, and for Moflin's pending application to be denied, or that there be a restriction of access to SR 44, only, as a resolution of this Appeal. Continued approval of Moflin's pending application would violate the 1995 zoning conditions and the County's ordinance(s), and damage the local homeowners' property rights and property values referenced herein.

Reference is made to previous communications by my clients to Putnam County concerning this matter, as well as zoning ordinance research by the County Clerk.

My clients and I request a Hearing on this Appeal, and we are glad to discuss this important matter affecting homeowners further with County officials and Moflin. I have included the \$100 filing fee in Ms. Jackson's appeal package.

Individual Resident Appellants, to date, in addition to the Association, are the following:

- 1. Joanna Stovall, 138 Thunder Road
- 2. Keith Palmer, 106 Thunder Road
- 3. Lisa Petersen & Robert Nariss, 142 Thunder Road
- 4. Jerry Ellerbee, 116 Thunder Road
- 5. Eric Estroff, 150 Riverside Drive
- 6. Renee & Paul Burgdorf, 122 Thunder Road
- 7. Mark Lecraw, 112 Riverside Drive
- 8. Steven Petersen, 114 Riverside Drive
- 9. Harold & Tammy Jones, 122A Thunder Road
- 10. Thomas Parham, 142 Riverside Drive
- 11. Bruce Beaty, 126A Thunder Road
- 12. Jerry Donovan, 144 Thunder Road
- 13. James Kevin Simpson, 146 Riverside Drive

Sincerely,

ANDERSEN, TATE & CARR, P.C.

/s/ Matt Reeves

R. Matthew Reeves

Enclosures

RMR:tfb

cc: Thunder Valley Owners Association, Inc. and Individual Resident Appellants Adam Nelson, Esq., County Attorney Jeff Haymore, Esq., Applicants' Attorney

4932-3257-8631, v. 1

PUTNAM COUNTY BOARD OF COMMISSIONERS 108 South Madison Avenue Eatonton, Georgia 31024

PUBLIC HEARING

November 7, 1995

The Putnam County Board of Commissioners met on Tuesday, November 7, 1995 at 9:30 a.m. in the "Meeting Room", 108 South Madison Avenue, Eatonton, Georgia 31024.

PRESENT Chairman Donald Ridley Commissioner Harry E. Hallman Commissioner Jimmy Davis Commissioner Steve H. Layson Commissioner Robert H. Poole

STAFF PRESENT County Manager Frank Brantley County Clerk Helen J. Carnes

STAFF ABSENT County Attorney Jesse Copelan

CALL TO ORDER - INVOCATION Chairman Ridley called the meeting to order at 9:30 a.m. He requested that the notice of the meeting which was posted at the courthouse and annex as well as published in The Eatonton Messenger be made a part of minutes. (Notice made a part of minutes on minute book page 361.)

DENY REQUEST BY ROBERT AND ANTHONY TERRELL TO REZONE 28.36 ACRES ON UNION CHAPEL ROAD AND PRICE ROAD FROM R1 TO RM, RESIDENTIAL MULTI-FAMILY, FOR A MOBILE HOME PARK Chairman Ridley stated that the Planning & Zoning Commission recommended that this request be denied. Mr. Arch Smith, Director of Rock Eagle 4-H Center, spoke on behalf of the citizens in the Union Chapel/Rock Eagle area who feel that denying this rezoning request would be in the best interest of that area of the county. He stated that 75,000 people a year visit Rock Eagle and they support the denial of this request. He went on to say there is already one mobile home park in the area.

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Chairman Ridley stated that the Board had received a letter requesting that this matter be postponed. Mr. J. D. Adams, Building Inspector, stated Mr. King had asked that the request be withdrawn because the perc test for the septic system failed. He will have to find some other way to put in a sanitation system.

APPROVE REQUEST BY C. B. HUTCHERSON TO REZONE 1.63 ACRES, 1130 GREENSBORO ROAD AND .44 ACRES, CLACK CIRCLE, FROM R1 TO C1 (MAP 38A-19 AND PART OF 98). Chairman Ridley asked if anyone present was opposed to the approval of this request. There was no response from anyone present.

APPROVE REQUEST BY LARRY CLACK TO REZONE PROPERTY ON GREENSBORO ROAD BETWEEN CLACK CIRCLE AND THUNDER ROAD FROM R1 TO C1, WITH STIPULATION OF LIMITED ACCESS OFF CLACK CIRCLE AND NON ACCESS TO THE COMMERCIAL PROPERTY FROM RIVERSIDE DRIVE AND THUNDER ROAD. (MAP 38A-PARCEL 98 EXCLUDING AREA NEXT TO LOTS 90 AND 97 OF THUNDER VALLEY SUBDIVISION). Chairman Ridley asked if anyone present was requesting this not be approved. There was no response.

APPROVE REZONING BY MAP REVISION BY MYRNA MEADOWS, COLLIS RESTAURANT ROAD, 2.5 ACRES FROM R1 TO C1. Chairman Ridley asked if anyone present was requesting the Board deny this request for approval. There was no response.

APPROVE REZONING BY MAP REVISION BY WILLIAM SHEA, VILLAGE DRIVE OFF HARMONY ROAD FROM R1 TO C1 (MAP 39J - 2,3,4). Chairman Ridley asked if anyone present wished the Board not to approve this request. There was no response.

APPROVE REZONING BY MAP REVISION BY TOM HALEY, LANDING LANE OFF HWY. 441S FROM R1 TO R2 (MAP 84A-2 THRU 40). Chairman Ridley asked if anyone present wished the Board not to approve this request. Chairman Ridley recognized Robin White who resides on Landing Lane. She stated that there were strict covenants which was the reason the property owners bought in the area, they wanted to protect their investment and did not want any rezoning whatsoever. She presented a petition to the Board. Ms. White also asked the Board to extend the covenants for another 20 years. Chairman Ridley then asked Mr. Adams to explain the difference between R1 and R2 zoning. Mr. Adams said

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that R1 is the strictest residential zoning and R2 would allow singlewide mobile homes. Commissioner Poole requested that the County Attorney look at this request before the Board made its decision.

Chairman Ridley then recognized Mr. Tom Haley who stated he had no intention of violating any of the covenants. He stated he would like to build duplexes in conformity with the restrictive covenants that were in place prior to zoning.

APPROVE REZONING BY MAP REVISION BY JOE ASHURST DBA CHARTER INVESTMENTS FROM R1 TO A1, SUGAR CREEK ROAD (MAP 17-12). Chairman Ridley asked if there was anyone present wishing the Board to not approve this request. There was no response.

APPROVE REZONING BY MAP REVISION BY JOE ASHURST, HARMONY ROAD, FROM R1 TO A1 (MAP 27-23). Chairman Ridley asked if there was anyone present who wished the Board not to approve this request. There was no response.

Chairman Ridley stated that all of these requests would be considered at their regular meeting. On the request to approve rezoning from R1 to R2 by Tom Haley on Landing Lane, this will be tabled pending a legal ruling from the County Attorney.

ADJOURNMENT

Motion by Commissioner Layson, seconded by Commissioner Davis, that the meeting be adjourned. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. The meeting adjourned at approximately 9:45 a.m.

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ATTEST

Helen J. Carnes

County Clerk

Chairman

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PUTNAM COUNTY BOARD OF COMMISSIONERS 108 South Madison Avenue Eatonton, Georgia 31024

November 7, 1995

The Putnam County Board of Commissioners met on Tuesday, November 7, 1995 at 10:00 a.m. in the "Meeting Room", 108 South Madison Avenue, Eatonton, Georgia 31024.

PRESENT Chairman Donald Ridley Commissioner Harry E. Hallman Commissioner Jimmy Davis Commissioner Steve H. Layson

STAFF PRESENT County Manager Frank Brantley County Clerk Helen J. Carnes

Commissioner Robert H. Poole

STAFF ABSENT County Attorney Jesse Copelan

CALL TO ORDER - INVOCATION Chairman Ridley called the meeting to order at 10:00 a.m. Commissioner Layson opened the meeting with prayer.

MINUTES

Motion by Commissioner Poole, seconded by Commissioner Davis, that the minutes of the October 17, 1995 be approved as presented. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

PUBLIC HEARING

DENY REQUEST BY ROBERT & ANTHONY TERRELL TO REZONE 28.36 ACRES ON UNION CHAPEL ROAD AND PRICE ROAD FROM R1 TO RM, RESIDENTIAL MULTI-FAMILY, FOR A MOBILE HOME PARK. Chairman Ridley noted that there were no objections to this recommendation at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Davis, that this recommendation of the Planning & Zoning Commission be upheld. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

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APPROVE REQUEST BY H. M. KING FOR PRELIMINARY APPROVAL OF LAKEWOOD SUBDIVISION, COLD BRANCH ROAD, AND REZONING FROM R2 TO RM PUD CONTINGENT UPON APPROVAL OF SANITATION SYSTEMS BY THE HEALTH DEPARTMENT AND COMPLIANCE WITH COUNTY ROAD REQUIREMENTS (MAP 83B-047).

Chairman Ridley noted that the Health Department did not approve the sanitation systems and recommended to the Board that they not approved this request. Notion by Commissioner Davis, seconded by Commissioners Poole and Layson, that the Planning & Zoning Commission recommendation to approve this request be denied. Motion carried with Commissioner Hallman, Davis, Layson and Poole voting yes.

APPROVE REQUEST BY C. D. HUTCHERSON TO REZONE 1.63 ACRES, 1130 GREENSBORO ROAD AND .44 ACRES, CLACK CIRCLE, FROM R1 TO C1 (MAP 38A-19 AND PART OF 98).

Chairman Ridley noted that there was no objection to this recommendation at the public hearing. Motion by Commissioner Poole, seconded by Commissioner Layson, that the Planning & Zoning Commission recommendation to approve this request be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REQUEST BY LARRY CLACK TO REZONE PROPERTY ON GREENSBORD ROAD BETWEEN CLACK CIRCLE AND THUNDER ROAD FROM R1 TO C1 WITH STIPULATION OF LIMITED ACCESS OFF CLACK CIRCLE AND NO ACCESS TO THE COMMERCIAL PROPERTY FROM RIVERSIDE DRIVE AND THUNDER ROAD (MAP 38A-PARCEL 98 EXCLUDING AREA NEXT TO LOTS 90 AND 97 OF THUNDER VALLEY SUBDIVISION).

Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Davis, that the recommendation of the Planning & Zoning Commission to approve this request be upheld. Motion carried with Commissioners Davis, Layson and Poole voting yes. Commissioner Hallman abstained because of family connection.

APPROVE REZONING BY MAP REVISION BY MYRNA MEADOWS, COLLIS RESTAURANT ROAD, 2.5 ACRES FROM R1 TO C1. Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Davis, seconded by Commissioner Layson, that the Planning & Zoning recommendation for approval of this request by upheld. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REZONING BY MAP REVISION BY WILLIAM SHEA, VILLAGE DRIVE OFF HARMONY ROAD FROM R1 TO C1 (MAP 39J - 2,3,4). Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Poole, that the Planning & Zoning Commission

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recommendation to approve this rezoning be upheld. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REZONING BY MAP REVISION BY TOM HALEY, LANDING LANE OFF HWY 441 FROM R1 TO R2 (MAP 84A-2 THRU 40). Chairman Ridley noted there were objections to this recommendation for approval of rezoning and that Mr. Haley agreed with Commissioner Poole on his request for the County Attorney to give a legal opinion on this matter. Motion by Commissioner Poole, seconded by Commissioner Davis, that this request for approval of rezoning be tabled pending discussion with the County Attorney and brought up at a later date. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REZONING BY MAP REVISION BY JOE ASHURST, DBA CHARTER INVESTMENTS, FROM R1 TO A1, SUGAR CREEK ROAD (MAP 17-12). Chairman Ridley noted there was no objection to this recommendation at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Davis, that this recommendation by the Planning & Zoning Commission be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REZONING BY MAP REVISION BY JOE ASHURST, HARMONY ROAD, FROM R1 TO A1 (MAP 27-33). Chairman Ridley noted there was no objection to this recommendation. Motion by Commissioner Layson, seconded by Commissioner Davis, that this rezoning recommendation by the Planning & Zoning Commission be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

CLARIFICATION OF REQUEST FOR CONSTRUCTION OF SKATING RINK & RECORDING STUDIO, 404 SHADY DALE ROAD BY MALACHI YORK. Commissioner Davis asked Mr. York to review this request for the Board. Chairman Ridley then asked Mr. J. D. Adams, the Building Inspector, to clarify the Planning & Zoning Commission's position on this matter. Mr. Adams stated that in a conditional use by exception situation, they must submit a comprehensive plan for the property. This was apparently overlooked originally, but the ordinance does state this is required. Chairman Ridley stated that Commissioner Davis requested this be placed on today's agenda for clarification, that the Board of Commissioners does not hear a request until the proper procedure has been completed and since there seems to be some misunderstanding about the way it has been handled the Board will discuss it with the County Attorney to see what action can be taken. Commissioner Davis recommended to the Board of Commissioners that they overrule the Planning & Zoning Commission's ruling. Chairman Ridley stated there must be a public hearing before the Board of Commissioners

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can take any action. Motion by Commissioner Davis, seconded by Commissioner Poole, that a called meeting be advertised for a public hearing to be held in 15 days with regard to Mr. York's property. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. Chairman Ridley said that the public hearing would be held on November 28, 1995 at 10:00 a.m. with the called meeting immediately following the public hearing at which time the Board would take action one way or the other.

REQUEST TO TRANSFER FUNDS FROM SALARIES TO OPERATING BUDGET BY RECREATION COMMISSION

Commissioner Poole said there was \$90,670 remaining in their budget and he recommended that \$5,000 be moved to their operating account. Notion by Commissioner Poole, seconded by Commissioner Layson, that the Recreation Commission budget be amended to move \$5,000 from salaries to the operating account. Notion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRONIC VOTING EQUIPMENT

Chairman Ridley stated that the purchase of this equipment had already been approved, however, the approval of a resolution authorizing this purchase was required by the Justice Department. Motion by Commissioner Davis, seconded by Commissioner Poole, that the resolution authorizing the purchase of electronic voting equipment be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. (Resolution made a part of minutes on minute book page _371.)

FEE PROPOSAL FOR GROUNDWATER QUALITY/FLOW EVALUATION AND METHANE MONITORING

County Manager Brantley stated that the fee proposal from Tribble & Richardson is \$12,500.00. This monitoring is mandated if we are going to stay in the landfill business. Motion by Commissioner Davis, seconded by Commissioner Hallman, that the fee proposal from Tribble & Richardson in the amount of \$12,500.00 be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. (Proposal made a part of minutes on minute book pages 372 - 377.)

BUSINESS OR INFORMATION FROM COMMISSIONERS AND STAFF A. Indian Creek Bridge

Commissioner Davis stated that a new road cannot be cut without the property being deeded to the County and this is not feasible. Motion by Commissioner Davis, seconded by Commissioner Poole, that the wooden bridge be moved from Eight Mile Circle to Indian Creek and that the Chairman be authorized to execute an amendment to the Gregory Bridge contract. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

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Commissioner Poole stated that all the bids received to construct the recreation facility were too high. He will meet with the Recreation Commission to see what can be worked out.

C. Sheriff's Department

Commissioner Layson stated that the Sheriff's Department as of this date is out of money. He feels it is the Board of Commissioners responsibility and duty to take over all financial matters of the department. The Board could not take any action until the department was over budget. Chairman Ridley asked if Commissioner Layson knew the legal route the Board could take. Commissioner Layson said that in talking with County Attorney Copelan, once the department is over budget and begins spending the Board's money then the Board has control of the money. Chairman Ridley asked what steps Commissioner Layson felt should be taken at this particular time. Commissioner Layson said there were quite a few things they needed to do. (1) Notify all the Sheriff Department vendors by certified letter and also call them that the Board of Commissioners will not honor any more invoices unless they are approved by the Board of Commissioners. (2) The County vehicles with the exception of the Sheriff and investigator need to be parked. (3) The department employees eat free at the jail. (4) The meals on wheels needs to be looked at very closely and cut down to only persons approved by DFCS. Chairman Ridley requested that Commissioner Layson meet with County Attorney Copelan to decide what legally can be done by the Board. Commissioner Layson asked if Mr. Copelan said the Board could legally take action, would another meeting be required or could they just take action. Chairman Ridley called a meeting for Friday, November 10, 1995 at 10:00 a.m. There were no objections.

PERSONNEL/LEGAL SESSION

Motion by Commissioner Davis, seconded by Commissioner Layson, that the meeting be closed for a personnel/legal session. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. Meeting closed at approximately 10:30 a.m.

RECONVENED

The regular meeting reconvened at approximately 10:44 a.m. There were several items that required Board action.

BOARD OF ASSESSORS VACANCY

Chairman Ridley stated that Mr. Cleveland Hurt, not having the time to devote to the Board of Assessors, has resigned from the Board of Assessors effective immediately. This Board needs to appoint someone to fill the vacancy created by Mr. Hurt's resignation. Motion by Commissioner Davis, seconded by

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PERSONNEL - BOARD OF ASSESSORS

Motion by Commissioner Layson, seconded by Commissioner Poole, that Alicia Parham, having completed her six month probationary period, be granted full-time status with a one step increase. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

PERSONNEL - EMS

Motion by Commissioner Layson, seconded by Commissioner Hallman, that Bryan Harris, having completed his probationary period, be granted full-time status with a one step increase. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

PERSONNEL - PUBLIC WORKS

Motion by Commissioner Davis, seconded by Commissioner Poole, that Charles E. Williams, Robert Parham, West Moffitt and Johnny Ford be hired to fill the advertised laborer positions with a six month probationary period. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

ADJOURNMENT

Notion by Commissioner Hallman, seconded by Commissioner Davis, that the meeting be adjourned. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes. The meeting adjourned at approximately 10:53 a.m.

ATTEST:

Helen J. Carnes County Clerk

Donald Ridle

Chairman

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From: Collins, Kedrick <kecollins@dot.ga.gov> Sent: Thursday, May 22, 2025 10:45:02 PM To: Mark LeCraw <mlecraw@gaskinslecraw.com> Cc: Collins, Kedrick <kecollins@dot.ga.gov> Subject: RE: SR 44 & Scott Road



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Good evening, Mark,

Please see responses to your inquiries below in blue:

- 1. GDOT would not prohibit access from the commercial development to SR 44, so long as it meets the current Driveway Manual.
 - GDOT only evaluates formal submissions. The property owner/developer of Thunder Point development has only submitted a conceptual plan with two primary access points to SR 44. One access is being proposed as a direct connection and the other as an indirect connection by way of a local road. Whenever this access plan or any other access plan is formally submitted for permitting, GDOT's Driveway and Encroachment Manual will be used to evaluate whether the access can be allowed.
- 2. GDOT does will not require Scott Road to be extended all the way to Riverside Drive. The way you put it to me was "GDOT is concerned with the intersection of Scott Rd & SR 44, beyond that is up to Putnam County, the developer, and the residents."
 - The proposed intersection of Scott Road with Riverside Drive will be considered an off-system connection, and the decision to allow this connection rest solely with the local municipality.

Kedrick P. Collins, Jr. District Traffic Manager

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643 HWY 15 South Tennille, GA 31089 478-553-3368 – Office 478-232-3398 – Cell kecollins@dot.ga.gov

From: Mark LeCraw <mlecraw@gaskinslecraw.com> Sent: Thursday, May 15, 2025 3:56 PM To: Collins, Kedrick <kecollins@dot.ga.gov> Subject: RE: SR 44 & Scott Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Kedric-

Thank you again for the returned phone call yesterday. Regarding the property referenced below on the east side of SR 44, between Scott Road and Thunder Road, can you please confirm the following that we discussed yesterday?

- 1. GDOT would prohibit access from the commercial development to SR 44, so long as it meets the current Driveway Manual.
- 2. GDOT does will not require Scott Road to be extended all the way to Riverside Drive. The way you put it to me was "GDOT is concerned with the intersection of Scott Rd & SR 44, beyond that is up to Putnam County, the developer, and the residents."

Your help with this would be much appreciated.

Mark S. LeCraw, P.E. (AL, AR, GA, KY, LA, MS, NC, SC, TN, & VA)

GASKINS 📙 LECRAW

P 678.257.1910 M 678.634.2566

E mlecraw@gaskinslecraw.com W www.gaskinslecraw.com



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From: Mark LeCraw Sent: Wednesday, May 14, 2025 9:18 AM To: <u>kecollins@dot.ga.gov</u> Subject: SR 44 & Scott Road

Good morning Kedric-

As a civil engineer, I am normally coming to you all to understand allowable access for my clients. However, too I am writing to you as a concerned property owner. My wife and I own property on Riverside Drive, in Eatonton, within the residential community of Thunder Valley. There is a commercial development proposed for the east side of SR 44 between the intersections of Thunder Rd and Scott Rd. I would like to understand what options the developer has for access to SR 44, as they are currently proposing to connect their commercial driveways at multiple places inside of the residential development. Additionally, I would like to understand any stipulations or conditions which GDOT may have placed on the developer for the extension of Scott Rd to the east. Please call me at your earliest convenience at 678-634-2566.

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Thank you,

Mark S. LeCraw, P.E. (AL, AR, GA, KY, LA, MS, NC, SC, TN, & VA)

GASKINS 🔓 LECRAW

P 678.257.1910 M 678.634.2566

E mlecraw@gaskinslecraw.com W www.gaskinslecraw.com

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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <u>https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia</u>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

From: Renee Burgdorf <tvoaneighbor@gmail.com> Sent: Thursday, May 15, 2025 6:00:26 PM To: Bill Sharp <bsharp@putnamcountyga.us>; Steve Hersey <shersey@putnamcountyga.us>; jwooten@putanmcountyga.us <jwooten@putanmcountyga.us>; rgarrett@putnamcountyga.us <rgarrett@putnamcountyga.us>; tmcelhenney@putnamcountyga.us <tmcelhenney@putnamcountyga.us> Subject: Invitation to ride the streets of Thunder Valley

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Good Evening Commissioners, I invite you to come ride the streets of Thunder Valley with me before the next BOC meeting.

Just wanted to share with you what we learned yesterday, May 14th, from Kedric Collins(GDOT).

1. GDOT would allow access from the commercial development to SR 44, so long as it meets the current Driveway Manual.

2. GDOT does not require Scott Road to be extended all the way to Riverside Drive. GDOT is concerned with the intersection of Scott Rd & SR 44, beyond that is up to Putnam County, the developer, and the residents.

With this information, there are alternate ways for the commercial property to be developed without connecting to Thunder Road and/or Riverside Drive. **We have two alternative plans that have been presented to Adam Nelson today.**

Also, please review Code Sec-65 - Design guidelines for major subdivisions and site improvements - "Traffic loading on the existing street system must be considered. If the additional traffic volume is determined by the director to exceed the design specifications of the existing street and/or the nearest street intersection, the director may deny access or require the developer to improve the existing street and/or intersection approaches to accommodate the additional volume."

Please let me know when you will visit our neighborhood. You may call or email me.

Best Regards, Renee Burgdorf, President Thunder Valley Owners Association 770-317-7007



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PUTNAM COUNTY BOARD OF COMMISSIONERS 108 SOUTH MADISON AVENUE EATONTON, GEORGIA 31024

July 17, 2007

The Putnam County Board of Commissioners met on Tuesday, July 17, 2007 at approximately 6:30 p.m. in the Central Courtroom of the Putnam County Courthouse, 100 South Jefferson Avenue, Eatonton, Georgia.

PRESENT

Chairman Howard McMichael, Sr. Commissioner Wesley Willis Commissioner Janie Reid Commissioner Bob Landau Commissioner Billy Webster

STAFF PRESENT

County Manager Helen Carnes County Attorney Chris Huskins County Clerk Lynn Stewart Finance Director Linda Darugar

CALL TO ORDER

Chairman McMichael, Sr. called the meeting to order at approximately 6:30 p.m. (Copy of notice made a part of the minutes on minute book page _____240____.)

Mrs. Diane Brown gave the invocation. Mr. Steve Hersey led the Pledge of Allegiance.

County Attorney Chris Huskins read the rules governing public hearings.

PROPOSED TEXT CHANGES TO THE PUTNAM COUNTY CODE OF ORDINANCES, CHAPTER 66. ZONING (ARTICLE I – IN GENERAL, ARTICLE II – ZONING DISTRICTS, ARTICLE III – PERFORMANCE STANDARDS, ARTICLE IV – ADMINISTRATION AND ENFORCEMENT, INCLUDING REZONING PROCEDURES (SECTION 66-152 PROCEDURES FOR PUBLIC HEARINGS AND MEETINGS) AND STANDARDS (SECTION 66-165(d) BOARD OF COMMISSIONERS ACTION ON REZONING APPLICATIONS OR TEXT AMENDMENTS), AND ARTICLE V – APPENDICES); AND ADOPTION OF "THE OFFICIAL ZONING MAPS OF PUTNAM COUNTY, GEORGIA, JULY 17, 2007".

Commissioner Landau gave a briefing on the process thus far. Several citizens signed in to speak on this issue. Mr. Jack Willis thanked the board for rectifying the shortcomings in the previous version of the revised zoning ordinances. Ms. Jeanie Bell, representing Ranch Park Homes, thanked the board for understanding the need for manufactured and modular homes. She presented photos of homes. Ms. Judy Nelms also thanked the board for listening to residents and rewriting the ordinances. Mr. Steve Hersey echoed the sentiments of previous speakers, but did express concerns over housing size requirements and the maximum size of 35 acres in the village area. He also stated his opposition to the elimination of the Planning and Zoning Commission. Ms. Dorothy Adams stated she liked the ordinance, but also had concerns over the elimination of the Planning and Zoning Commission and she heard that the new Chapter 66 may be contradictory to the building code. (Copy of photos made a part of the minutes on minute book pages 241 to 244.)



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PROPOSED RESOLUTION ADOPTING CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS TO PUTNAM COUNTY CODE OF ORDINANCES

Motion made by Commissioner Landau, seconded by Commissioner Willis, that a resolution calling for the adoption of revisions to Chapter 18 (Buildings and Building Regulations) of the Putnam County Code of Ordinances be approved. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of resolution and revised Chapter 18 made a part of the minutes on minute book pages 245 to 249.)

PROPOSED RESOLUTION ADOPTING CHAPTER 28 – DEVELOPMENT REGULATIONS TO PUTNAM COUNTY CODE OF ORDINANCES

Motion made by Commissioner Landau, seconded by Commissioner Reid, that a resolution calling for the adoption of new Chapter 28 (Development Regulations) to the Putnam County Code of Ordinances be approved. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of resolution and new Chapter 28 made a part of the minutes on minute book pages 250 to 258 .)

PROPOSED RESOLUTION ADOPTING CHAPTER 48 – SIGNS TO PUTNAM COUNTY CODE OF ORDINANCES

PROPOSED RESOLUTION ADOPTING SECTION 66-152 OF CHAPTER 66 – PROCEDURES TO PUTNAM COUNTY CODE OF ORDINANCES

Motion made by Commissioner Landau, seconded by Commissioner Willis, that a resolution calling for the adoption of revisions to Section 66-152 (Procedures for Public Hearings and Meetings) to Chapter 66 of the Putnam County Code of Ordinances be approved. Motion carried with Commissioners Willis, Reid and Landau voting yes and Commissioner Webster voting no. (Copy of resolution and revised Section 66-152 made a part of the minutes on minute book pages 266 to 267.)

PROPOSED RESOLUTION ADOPTING SECTION 66-165(d) OF CHAPTER 66 – ZONING STANDARDS TO PUTNAM COUNTY CODE OF ORDINANCES

Motion made by Commissioner Landau, seconded by Commissioner Reid, that a resolution calling for the adoption of revisions to Section 66-165(d) (Standards Governing Consideration of a Zoning Change) to Chapter 66 of the Putnam County Code of Ordinances be approved. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of resolution and revised Section 66-165(d) made a part of the minutes on minute book pages $\frac{268}{100}$ to $\frac{269}{100}$.)

PROPOSED RESOLUTION ADOPTING CHAPTER 66 – ZONING TO PUTNAM COUNTY CODE OF ORDINANCES

Motion made by Commissioner Landau, seconded by Commissioner Reid, that a resolution calling for the adoption of revisions to Chapter 66 of the Putnam County Code of Ordinances. Motion carried with Commissioners Willis, Reid and Landau voting yes and Commissioner Webster voting no. (Copy of resolution and revised Chapter 66 made a part of the minutes on minute book pages 270 to 290 .)

PROPOSED RESOLUTION ADOPTING "THE OFFICIAL ZONING MAPS OF PUTNAM COUNTY, GEORGIA, JULY 17, 2007"

Motion made by Commissioner Landau, seconded by Commissioner Willis, that a resolution calling for the adoption of "The Official Zoning Maps of Putnam County, Georgia, July 17, 2007" be approved. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of resolution made a part of the minutes on minute book page 291 and Zoning Maps made a part of the minutes by reference [234 pages].)

ADJOURNMENT

Chairman McMichael, Sr. adjourned the meeting at approximately 7:14 p.m.

ATTEST:

Im Stewart

Lynn Stewart County Clerk

Howard McMichael, Sr. Chairman



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RESOLUTION

CALLING FOR THE ADOPTION OF "THE OFFICIAL ZONING MAPS OF PUTNAM COUNTY, GEORGIA, JULY 17, 2007".

WHEREAS, the Board of Commissioners held a Public Hearing on July 17, 2007 for the purpose of adopting "The Official Zoning Maps of Putnam County, Georgia, July 17, 2007";

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners does hereby adopt, as of the date hereof, "The Official Zoning Maps of Putnam County, Georgia, July 17, 2007" (a complete set of which is present at this meeting), and does hereby authorize the Chairman and County Clerk to certify each such map. It is hereby decided and is the intent of the Board of Commissioners that when the same parcel of land is shown on different maps as having different zoning classifications, the correct zoning classification shall be that shown on the map which corresponds with its "map and parcel number"; and

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the Putnam County Planning and Development Department to collect, add, delete and/or modify any information on said maps to clarify and alleviate any ambiguities as it deems fit so long as such action does not constitute a "zoning decision" or otherwise conflict with O.C.G.A. § 36-66-1, et. seq.

Adopted this 17th day of July, 2007.

BOARD OF COMMISSIONERS OF PUTNAM COUNTY

Michael

Howard McMichael, Sr. Chairman

ATTEST:

Lym Stewart

Lynn Stewart County Clerk



PROPOSED RESOLUTION FOR ZONING MORATORIUM

Motion made by Commissioner Landau, seconded by Commissioner Webster, that the Chairman 129 be authorized to sign a resolution providing for a moratorium on any zoning decisions, or actions related to rezoning, preliminary plat or site development applications, variance applications, signs or appeals. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of resolution made a part of the minutes on minute book page 136 .)

PROPOSED AWARDING OF CONTRACT OF SOLICITATION FOR RESURFACING VARIOUS COUNTY ROADS AND AUTHORIZATION FOR CHAIRMAN TO EXECUTE NECESSARY DOCUMENTS

Motion made by Commissioner Willis, seconded by Commissioner Reid, that we award the contract to Pittman Construction Company for resurfacing various county roads and authorize the Chairman to execute necessary documents. Motion carried with Commissioners Willis, Reid, Landau and Webster voting yes. (Copy of contract made a part of the minutes on minute book pages 137 to 140 .)

BUSINESS AND INFORMATION FROM COMMISSIONERS AND STAFF

Invitation

Commissioner Reid shared an invitation from Putnam Memorial Funeral Home for Community Fellowship Day on Saturday, May 19, 2007 at 12:00 p.m.

ADJOURNMENT

Chairman McMichael, Sr. adjourned the meeting at approximately 8:48 p.m.

ATTEST:

Lym Stewart

Lynn Stewart County Clerk

Hyurd M. Michald

Howard McMichael, Sr. Chairman



RESOLUTION

TO PROVIDE FOR A MORATORIUM ON ANY ZONING DECISIONS, OR ACTIONS RELATED TO REZONING, PRELIMINARY PLAT OR SITE DEVELOPMENT APPLICATIONS, VARIANCE APPLICATIONS, SIGNS OR APPEALS

WHEREAS, the Board of Commissioners is considering the adoption of revisions to Chapter 18 (Building and Building Regulations) and Chapter 66 (Zoning) and the adoption of Chapter 28 (Development Regulations) and Chapter 48 (Signs); and

WHEREAS, it is necessary and desirable to facilitate the conversion of the existing Official Zoning Maps to the new 2007 tax maps;

NOW, THEREFORE BE IT RESOLVED that there shall be a moratorium effective May 16, 2007 through July 16, 2007 on any zoning decisions, or actions related to rezoning, preliminary plat or site development applications, and variance applications, signs, or appeals, unless sooner rescinded by resolution of the Board of Commissioners.

Adopted this 15th day of May 2007.

BOARD OF COMMISSIONERS OF PUTNAM COUNTY

Housed M. Michael S.

Howard McMichael, Sr. Chairman

ATTEST:

Lom Sturt

Lynn Stewart County Clerk

| Sit 117 Putnam | TY PLANNING & DEVELOPMENT n Drive, Suite B & Eatonton, GA 31024 5 & 706-485-0552 fax & www.putnamcountyga.com |
|--|--|
| Application for Prelin | <u>minary Plat Review/ Site Development Plan Review</u> |
| INCOMPLETE A | PPLICATIONS WILL NOT BE PROCESSED |
| Date:3/27/2025 | Plan 2035-PP-5 |
| Jurisdiction: | |
| Person requesting review: | |
| Name: Brandon Burgess | Title: _Owner/President |
| Physical Address: 166 Sammons Industrial Parkw | ^{ray} City: EatontonState: GAZip:31024 |
| Mailing Address:166 Sammons Industrial Parkwa | City: EatontonState: GA Zip: |
| Daytime Phone: 478-973-8829 | E-mail: |
| Project Information: Project Name: | |
| Project Address: Highway 44/Thunder Drive/ Ri | iverside Drive |
| Nearest Address or Cross Street: Highway | |
| | Zoning District |
| Tax Map: 102B Parcel: 032 | |
| | Total Acreage Disturbed: |
| | _ Total Acreage Disturbed: |

Explain Other: _____

2000 2025 mar 27

205





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Project Information, cont.

| Are there any existing structures on the property? | Yes X No |
|--|---|
| If yes, type of existing structures on property: | |
| Is the property in a ground water recharge area? | Yes <u>X</u> No |
| Does the property contain wetland areas? | Yes X No |
| Is the property in a water supply water shed? | YesXNo |
| Water Shed: | |
| Is there a flood plain on the property? | Yes XNo |
| FIRM Map Panel: | |
| Are there state waters within 200 feet of the property | y?YesNo |
| Type Water Source: (Check all that apply) | |
| RiverLakePond | CreekStreamSpringBranch |
| Owners Information: | |
| Name:Molfin Investments | |
| Physical Address: 166 Sammons Industrial Parkway | City: EatontonState: GAZip: |
| Mailing Address: 166 Sammons Industrial Parkway | City: EatontonState: GAZip:31024 |
| Daytime Phone:478-973-8829 | |
| | on Burgess- 478-973-8829 |
| Fax: | E-mail:bburgess@landmark-cd.com/ molfininvest@gmail.com |
| Design Professional Information: | |
| Company Name:Cunningham and Company Engine | eers |
| | City: MaconState: GAZip:31210 |
| | City:State:GAZip: ³¹⁰³² |
| Daytime Phone: | 24 Hour Phone: 478-808-9005 |
| Fax: | E-mail: ccunningham@landmark-mgt.com |
| Contact Name:Cleve Cunningham | · · · · · · · · · · · · · · · · · · · |
| Daytime Phone:478-808-9005 | Fax: |
| E-mail: | Certification Number: GA 20508 |
| | |





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

| Signature: Print Name: Reach Barry | Date: 3/27/2025 |
|--|---------------------------------------|
| Office Use Onl Office Use Onl Cash: Credit Card: | y Check Number: Receipt Number: |







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Documents Required

| Propos | Thunder Pointe |
|--------|---------------------------------------|
| Propos | Thunder Pointe Drive |
| 2. | Scott Road- (Extension into property) |
| 3. | |
| 4. | |
| 5. | |

Major subdivision and site development. All plans must comply at minimum to the following list. Please see Chapter 28 Development Regulations for complete details at municode.com <u>Please read and initial each to confirm compliance.</u>

X A concept plan, drawn to scale, is required reflecting the conditions of the zoning approval, if any were so applied by the board of commissioners, and shall be submitted to and approved by the director prior to the submittal of any other drawings and documents.

X If no conditions of approval apply to the land on which the subdivision is proposed, the developer may choose to either meet with the director informally to discuss the concept of the subdivision or to submit an application for preliminary plat approval.

_____The lots in the major subdivision must front on interior public or private road, which are to be designed according to article III, design standards, division 1, infrastructure requirements of this chapter.

 \underline{x} The preliminary plat and site development shall be prepared and sealed by a licensed land surveyor or professional engineer licensed in the State of Georgia,

 \times Scale of not more than one inch equals 200 feet, shall be prepared in ink, and the sheets shall be numbered in sequence and referenced to an index sheet if more than one is used. Such sheets as the preliminary plat is drawn upon shall be consistent with current engineering practices. Subdivision plat details shall conform to the requirements of the state board of professional registration and the Plat Act.

Revised 10-1-22





PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B & Eatonton, GA 31024 Tel: 706-485-2776 & 706-485-0552 fax & www.putnamcountyga.com

Sec. 28-50. - Preliminary plat or site development application procedure.

The application shall include all of the following:

_____A letter stating the general purpose and intent of the plat and a summary of the developer's intentions with respect to whether the streets will be public or private, the amount of open space proposed, the contemplated minimum lot sizes and floor areas of the structures, the amount and percent of lot coverage and any other aspect of the development the applicant chooses to express;

_____The applicant shall state on the plat that it includes all of the applicant's ownership in that location, including any contiguous parcels owned by the applicant.

_____ Include the payment of \$365.

Four preliminary plats Sec. 28 - DIVISION 3. - APPLICATION AND REVIEW PROCEDURES

_____ Include four copies of a traffic study.

_____ Letter of agency (if applicable)

Complete application packet may be submitted at pdsubmittals@putnamcountyga.us





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The preliminary plat and site development shall be prepared and sealed by a licensed land surveyor or professional engineer licensed in the State of Georgia, at a convenient scale of not more than one inch equals 200 feet, shall be prepared in ink, and the sheets shall be numbered in sequence and referenced to an index sheet if more than one is used. Such sheets as the preliminary plat is drawn upon shall be consistent with current engineering practices. Subdivision plat details shall conform to the requirements of the state board of professional registration and the Plat Act.

Sec. 28-52. - Features.

The preliminary plat or site development shall show the following. *Please see Chapter* 28 Development Regulations for complete details at municode.com <u>Please read and</u> <u>initial each to confirm compliance.</u>

_____ Name of the development. The applicant shall submit a proposed name for the subdivision or site.

A notarized affidavit which includes the name, address and telephone number of the current legal owner or authorized agent of the property, and a citation of the last instrument conveying the title of each parcel of property involved in the proposed subdivision. This may not be applicable to a site development.

_____Citation of any existing right-of-way or easements whether legal or in use by someone other than the property owner affecting the property.

_____ Provide existing covenants on the property, if any, and submit proposed covenants if so intended.

_____ Name and address, including the telephone number of the professional persons or firms responsible for the design, for design of public improvements and for surveys.

_____ Location of property by map and parcel numbers.

Location of property lines, existing easements, burial grounds, historical sites, natural areas of aesthetic beauty or interest, railroad right-of-way, watercourses, wetlands, and floodplains.

Location, width, type and name of all existing or platted streets or other public or private ways within or adjacent to the tract.

_____ Approximate location of future roads and their classification as may be shown on the Joint Putnam County/City of Eatonton Joint Comprehensive Plan.

_____ Name and locations of adjoining developments and current property owners.

_____Locations and sizes of existing sewers, water mains, culverts, bridges or above and underground structures and aerial utilities within the tract and adjacent thereto.

____ Approximate locations and sizes of existing permanent buildings and utility stations on the tract.





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Sec. 28-53. - Proposed improvements for subdivisions and site developments. *Please* see Chapter 28 Development Regulations for complete details at municode.com *Please read and initial each to confirm compliance.*

The following proposed improvements shall be indicated on preliminary plats and site plans: (Site developments need not comply with the items denoted by an asterisk (*) unless the Director deems it appropriate to require them.)

* Location and pavement width of all proposed streets, easements, and other public and private ways, including rights-of-way.

_____ Require minimum building setback lines. Site developments shall show setbacks for all property lines.

Locations, dimensions and areas in square feet of all proposed and existing lots. Site development plans shall be drawn to an engineering scale of one inch equals 200 feet (or as otherwise may be approved by the director) and showing all proposed improvements to the property, including but not limited to: buildings, parking, landscaping, lighting, stormwater detention, vehicular ingress and egress, total floor area and/or number of dwelling units, total land area, building coverage, and building height (in feet and floors). Development in the village zoning district may be required by the director to show more details related to the utilization of exterior spaces proposed adjacent to and among the proposed improvements.

_____ Total area of the subdivision/site development expressed in acres and decimals of an acre. If less than one acre, the area shall be described in square feet.

Location and dimensions of all property proposed to be set aside for park or playground use, or other public dedication or private reservation, or landscaping with designation of purpose thereof. This is generally not required of a site development; however, it is required of developments within the village zoning district.

Indications of all uses proposed by the applicant. If the site development is in the village zoning district, the floor area relationship between commercial and residential uses must be indicated.

* Proposed names of all streets. The developer shall submit a list of alternate street names.

* Blocks shall be consecutively numbered and lettered. The blocks in numbered additions to existing subdivisions bearing the same name shall be numbered and lettered consecutively throughout the various additions.

* All lots in each block shall be numbered consecutively.

_____ If the subdivision or site development is to be developed in phases coincidental with ensuing development permits, the phases shall be shown and numbered consecutively.



March 27, 2025

RE: Preliminary Plat of Thunder Pointe

Lisa Jackson Putnam County Planning and Zoning 117 Putnam Drive, Suite B Eatonton, GA 31024

The purpose and intent of the plat is to subdivide one 14 +/- Acre C-1 parcel into multiple smaller C-1 parcels to allow for development. The property will have one interior road built to county standards and is intended to be deeded to the county upon completion of the project. The intent is to extend Scott Road into the property and connect it to Riverside Drive to allow safer traffic exits from the expected use of the development.

The contemplated minimum lot size is .86. floor areas will be lot dependent on final lot sizing but will be in compliance with current zoning requirements, which is not to exceed 15,000 square feet per acre. So, if the lot size is .86, the maximum building footprint would be 12,900 square feet. The development intends to comply with all current C-1 zoning restrictions and does not intend to ask for any variances but reserves the right to in case a hardship presents itself at a later date.

Thanks,

Brandon Burges

Molfin Investments









117 Putnam Drive, Suite B & Eatonton, GA 31024

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

APPLICATION FOR LAND DISTURBANCE PERMIT

| LD # 202 - 2025 - LAND-18 NRCS PROJECT FILE # |
|---|
| PROJECT NAME: Thunder Pointe |
| LOCATION: Highway 44/Thunder Drive/ Riverside Drive Eatonton, GA 31024 |
| (STREET) (CITY) (ZIP) |
| PROJECT: X COMMON DEVELOPMENT: PRIMARY SECONDARY TERTIARY STAND ALONE INFRASTRUCTURE |
| MAP & PARCEL # / ZONED: C1 ACREAGE: 16.35 / 14.08 |
| APPLICANT: Molfin Investments 478-973-8829 (TOTAL) |
| ADDRESS: 166 Sammons Industrial Parkway Eatonton, GA 31024 |
| (STREET) molfininvest@gmail.com (CITY) (ZIP) |
| LANDOWNER (if different): |
| ADDRESS: (NAME) (TELEPHONE #) |
| (STREET) DESIGN PROFESSIONAL Cleve Cunningham P.E. #20508 |
| CONTACT: 478-808-9005 CERTIFICATION # |
| ADDRESS: 5444 Riverside Drive Macon, GA 31210 |
| (STREET) (CITY) (ZIP) |
| I, Brandon Burgess, fully understand the regulations of the Putnam County Erosion and Sediment Control Ordinance and Program, and that I accept responsibility for carrying out the Erosion and |
| Sediment Control Plan for the above-referenced project as approved by the County. |
| I further grant the right-of-entry onto this property, as described above, to the designated personnel of Putnam County for the purpose of inspecting and monitoring for compliance with the aforesaid Ordinance. |
| Approved |

| FOR OFFICE USE | | |
|---|-----------------|--|
| Approved us is Approved/Notes Supporting Documents: Copy of NOI Mailed to EPD Copy of check/money order payment of NOI Mailing/tracking documentation to EPD | Expiration Date | |
| Director of Planning & Development Approved as is | Date | |
| | | |

| | OFFICE USE | | |
|-----------------------------------|---------------------------|------|-------------|
| LDP Fee \$ 880,00 N | 01 Fee \$ <u>\$60</u> .00 | Date | 29 25 |
| Total Payment received: Amount \$ | 1, 440. Check No | Cash | Credit Card |