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FILED & RECORDED

KN NOV 12 2015
Betty Lynn Johnson 11:11 AM
CLERK, SUPERIOR COURT, BEN HILL CO., GA.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Linear Title
Ocean Technology Plaza, First Floor
127 John Clarke Road
Middletown, Rhode Island 02842
Attention: _____

GRANT OF EASEMENT

STATE OF GEORGIA)
BEN HILL COUNTY)

Cross Reference:
Book 192, Page 321
Book 864, Page 59
~~Ben~~ Hill County, Georgia Records
Ben

Facility: 870805; Fitzgerald (Nora Morris Rd. #1)
Street Address: 267 Nora Morris Rd.
City: Fitzgerald
County: Ben Hill
State: Georgia

between

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company
("GSA IV")

and

ROBERT C. ASH
("GRANTOR")

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 13TH day of OCTOBER, 2015, by and between ROBERT C. ASH ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Ben Hill County, Georgia, by grant or conveyance described in the Office of the Clerk of Superior Court of Ben Hill County, Georgia at Book 192, Page 321 and Book 864, Page 59, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 43,560 square feet parcel within Grantor's Property as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto (the "Easement Area"). The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a variable width right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, fiber, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded in the Office of the Clerk of Superior Court of Ben Hill County, Georgia. Also, Grantor hereby

grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Right to Terminate. (a) GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor.

(b) If GSA IV abandons the Easement Area, and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV and giving GSA IV the opportunity to reclaim the Easement Area within thirty (30) days of receipt of said written notice. In the event GSA IV fails to reclaim the Easement Area within the thirty (30)-day period, Grantor may thereafter terminate this Easement by providing written notice of termination to GSA IV.

(c) Upon any such termination of this Easement, this Easement shall become null and void and all property interests of GSA IV as evidenced thereby shall re-vest in Grantor and the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, cause the building(s), tower and above ground property on the Easement Area to be removed and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Materials.

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting

under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et. seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. Insurance. At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

8. Security of GSA IV's Communications Facilities. GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

9. Removal of Obstructions. GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

10. Assignment of Lease Agreement. The parties hereby acknowledge that Pinnacle

Towers LLC, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion dated April 7, 2004 ("Pinnacle") is in possession of the Easement Area pursuant to that certain Land Lease Agreement dated October 23, 1998, originally by and between Grantor, as lessor, and Pinnacle, as lessee, a memorandum of which was recorded in Book 417, Page 1 in the Office of the Superior Clerk of Ben Hill County, Georgia (as amended or assigned, the "Lease Agreement"). Grantor and Pinnacle entered into that certain First Amendment to Land Lease Agreement dated December 1, 2009, a memorandum of which was recorded in Book 749, Page 326 in the Office of the Superior Clerk of Ben Hill County, Georgia. Grantor and Pinnacle entered into that certain Second Amendment to Land Lease Agreement dated March 6, 2012. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. Grantor further acknowledges that certain improvements are currently located and existing on Grantor's Property which benefit the Easement Area and which may be located outside the Easement Area. Grantor acknowledges and consents to the placement and location of all such existing improvements and agrees that the location of such improvements shall be a part of the Easement Area as defined in Section 2 of this Easement.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real property taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facilities constructed, installed and operated on the

Easement Area pursuant to this Easement or the Lease or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to GSA IV.

21. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

22. **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. **Applicable Law.** This Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Ben Hill County, Georgia.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor: Robert C. Ash
279 Perry House Road
Fitzgerald, Georgia 31750

GSA IV: Global Signal Acquisitions IV LLC
E. Blake Hawk, General Counsel
Attention: Legal Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this

Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. **Release.** Grantor hereby releases, forgives and forever discharges GSA IV and Pinnacle, their respective officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of GSA IV or Pinnacle) against GSA IV or Pinnacle with respect to the use of the Easement Area prior to the date hereof and any impact on or damage done to Grantor's Property prior to the date hereof. Grantor represents and warrants that it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they may have, or may have

had, or may have in the future against GSA IV or Pinnacle pursuant to the impact on or damage due to the use of the Easement Area or any other damage done to Grantor's Property. Grantor intends to be legally bound by the release set forth herein, and have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

Signed, Sealed and
Delivered in the Presence of:


Janae Spade
Unofficial Witness

Sharon Harnage
Notary Public

GRANTOR:

Robert C. Ash (Seal)
ROBERT C. ASH

My commission expires:
State of Georgia
COOK COUNTY
NOTARY PUBLIC
SHARON HARNAGE
My Comm. Expires September 9, 2017



Signed, Sealed and
Delivered in the Presence of:

Sarah Scope
Unofficial Witness

Care Shyhy
Notary Public

My commission expires: 3-19-18

GSA IV:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: [Signature] (Seal)
Name: Helen Smith
Its: Real Estate Transaction Manager



EXHIBIT A

The land referred to herein below is situated in the County of Ben Hill, State of Georgia, and is described as follows:

All of 20 acre Tract No. 4296 in Land Lot 181, Third Land District, Ben Hill County, Georgia, as shown by the plat of the Colony Domain of the American Tribune Soldiers Colony Company of file in the Office of the Clerk of the Superior Court of Irwin County, Georgia, together with deep well, septic tank, and miscellaneous lumber now located upon said property. Said property being further described as being all of Tracts A and B containing 18.84 acres as shown by plat of survey performed by James Echols and T. W. Ash dated November 17, 1977, and revised December 5, 1977.

and

1.00 acre, more or less, and being a portion of Twenty Acre Tract 4292 in Land Lot 181 in the Third Land District of formally Irwin, now Ben Hill County, Georgia, as shown on the plat of the Colony Domain made by or for the American Tribune Soldiers Colony Company of file in the Office of the Clerk of the Superior Court of Irwin County, Georgia. Said 1.00 acre parcel is more particularly described as follows: To Locate the point of beginning, start at the point of intersection of the East line of said Twenty Acre Tract with the North margin of the right of way of Nora Morris Road and run thence along said right of way South 89 degrees 49 minutes 36 seconds West 178.93 feet; thence North 19 degrees 45 minutes 28 seconds West 121.08 feet; thence North 27 degrees 55 minutes 57 seconds West 90.18 feet; thence North 37 degrees 23 minutes 47 seconds West 113.40 feet; thence North 47 degrees 14 minutes 00 seconds West 9.10 feet; thence North 45 degrees 51 minutes 34 seconds East 14.88 feet to the point that shall be referred to the point of beginning; running thence from said point of beginning North 46 degrees 45 minutes 00 seconds West 109.93 feet; thence North 67 degrees 01 minutes 40 seconds West 184.38 feet; thence North 00 degrees 02 minutes 47 seconds West 65.50 feet; thence North 89 degrees 57 minutes 13 seconds East 284.13 feet; thence South 27 degrees 18 minutes 52 seconds East 134.78 feet; thence South 45 degrees 51 minutes 34 seconds West 133.91 feet to the point of beginning.

Together with a parcel to provide ingress and egress with respect to said 1.00-acre parcel: To locate the point of beginning, start at the point of intersection of the East line of said Twenty Acre Tract with the North margin of the right of way of Nora Morris Road and run thence along said right South 89 degrees 49 minutes 36 seconds West 178.93 feet to the point of beginning of said easement; running thence from said point of beginning along said right of way South 89 degrees 49 minutes 36 seconds West 21.23 feet; thence North 19 degrees 45 minutes 25 seconds West 112.53 feet; thence North 27 degrees 55 minutes 57 seconds West 87.10 feet; thence North 37 degrees 23 minutes 47 seconds West 110.03 feet; thence North 47 degrees 14 minutes 06 seconds West 38.50 feet; thence North 45 degrees 51 minutes 34 seconds East 35.16 feet; thence South 46 degrees 45 minutes 00 seconds East 30.03 feet; thence South 45 degrees 51 minutes 34 seconds West 14.88 feet; thence South 47 degrees 14 minutes 00 seconds East 9.10 feet; thence

A-1

South 37 degrees 23 minutes 47 seconds East 113.40 feet; thence South 27 degrees 55 minute 57 seconds East 90.18 feet; thence South 19 degrees 45 minutes 28 seconds East 121.08 feet to the point of beginning of said easement. Said 1.00 acre parcel and said easement are more particularly described in that certain plat of survey prepared for Robert C. Ash by T. W. Ash Georgia Registered Land Surveyor No. 2096, dated March 29, 2002 and recorded in Plat Slid No. 656-H, in the Office of the Clerk of the Superior Court of Ben Hill County Georgia.

Parcel ID: 3-9-22

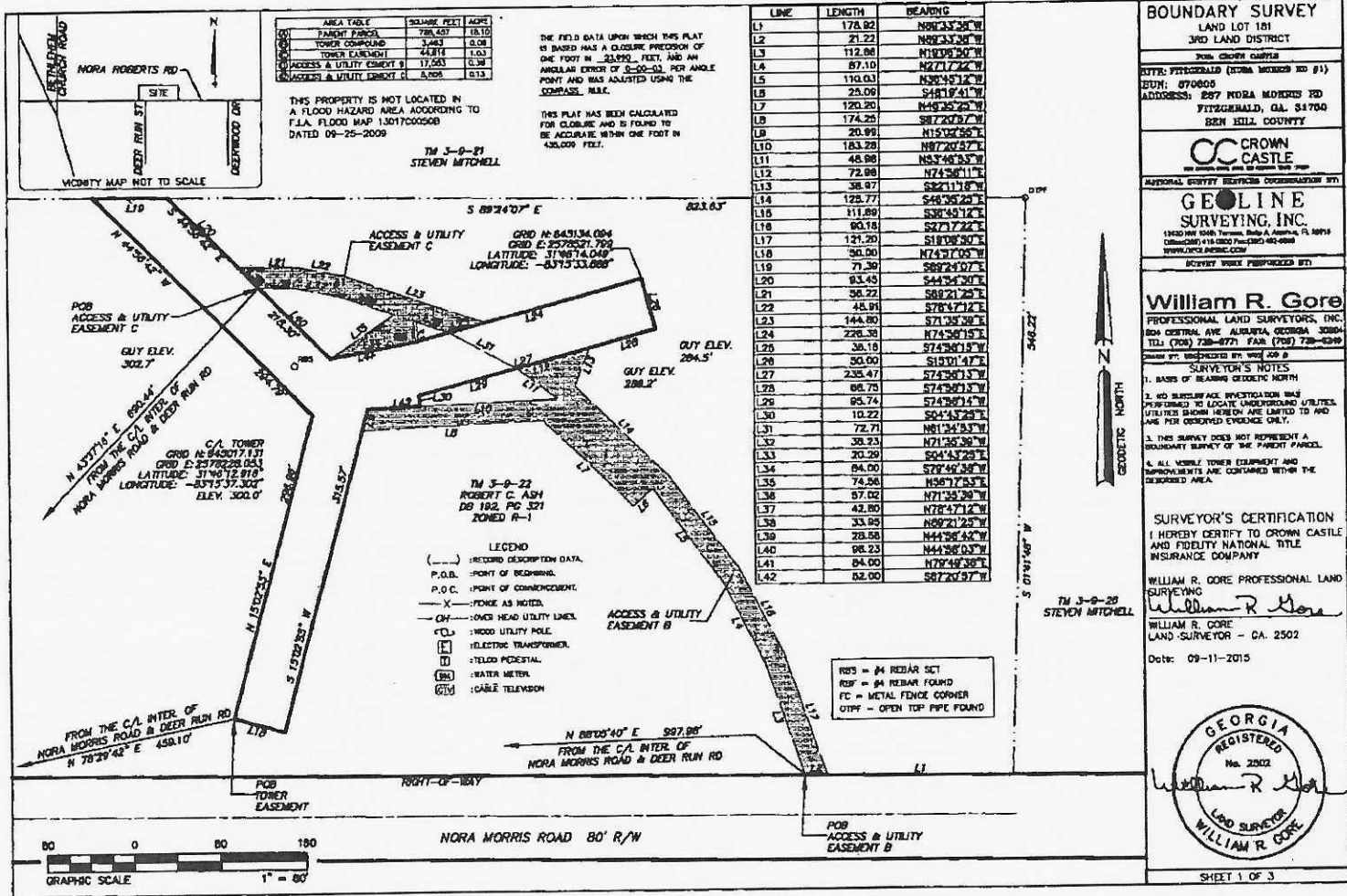
Property Commonly Known As: 267 Nora Morris Road Fitzgerald, GA 31750

A-2

25035087 v2
BU# 870805; Fitzgerald (Nora Morris Rd. #1)

BOOK 881 PAGE 299

EXHIBIT B



B-1

EXHIBIT C

EASEMENT AREA:

ALL THAT TRACT OF LAND LYING, SITUATE, AND BEING IN LAND LOT 181, 3RD LAND DISTRICT, OF BEN HILL COUNTY, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT, SAID POINT BEING N78°29'42"E 459.10', FROM THE CENTERLINE INTERSECTION OF NORA MORRIS ROAD AND DEER RUN STREET, SAID POINT BEING THE POINT OF BEGINNING.

THENCE N15°02'55"E 296.96' TO A POINT;
THENCE N44°56'42"W 294.79' TO A POINT;
THENCE S89°24'07"E 71.39" TO A POINT;
THENCE S44°56'42"E 218.30' TO A POINT;
THENCE N79°49'38"E 84.00' TO A POINT;
THENCE N74°58'15"E 226.38' TO A POINT;
THENCE S15°01'47"E 50.00' TO A POINT;
THENCE S74°58'15"W 235.47' TO A POINT;
THENCE S04°43'25"E 10.22' TO A POINT;
THENCE S87°20'57"W 52.00' TO A POINT;
THENCE S15°02'55"W 315.57' TO A POINT;
THENCE N74°57'05"W 50.00' THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1.03 ACRES (44,916 S.F.)

**Together with:
ACCESS & UTILITY EASEMENT B**

ALL THAT TRACT OF LAND LYING, SITUATE, AND BEING IN LAND LOT 181, 3RD LAND DISTRICT, OF BEN HILL COUNTY, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTHERN RIGHT-OF-WAY OF NORA MORRIS ROAD, SAID POINT BEING N88°05'40"E 997.98', FROM THE CENTERLINE INTERSECTION OF NORA MORRIS ROAD AND DEER RUN STREET, SAID POINT BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT-OF-WAY N19°06'50"W 112.66' TO A POINT;
THENCE N27°17'22"W 87.10' TO A POINT;
THENCE N36°45'12"W 110.03' TO A POINT;
THENCE S48°19'41"W 25.09' TO A POINT;
THENCE N46°35'25"W 120.20' TO A POINT;
THENCE S87°20'57"W 174.25' TO A POINT;
THENCE N15°02'55"E 20.99' TO A POINT;
THENCE N87°20'57"E 183.28' TO A POINT;
THENCE N53°46'53"W 48.98' TO A POINT;
THENCE N74°58'11"E 72.98' TO A POINT;
THENCE S22°11'18"W 38.97' TO A POINT;
THENCE S46°35'25"E 125.77' TO A POINT;
THENCE S36°45'12"E 111.69' TO A POINT;
THENCE S27°17'22"E 90.18' TO A POINT;
THENCE S19°06'50"E 121.20' TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF NORA MORRIS ROAD;
THENCE ALONG SAID RIGHT-OF-WAY N89°33'38"W 21.22' THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 0.39 ACRES (17,063 S.F.)

AND:

C-1

25035087 v2
BU# 870805; Fitzgerald (Nora Morris Rd. #1)

ACCESS & UTILITY EASEMENT C

ALL THAT TRACT OF LAND LYING, SITUATE, AND BEING IN LAND LOT 181, 3RD LAND DISTRICT, OF BEN HILL COUNTY, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT, SAID POINT BEING N43°37'16"E 690.44', FROM THE CENTERLINE INTERSECTION OF NORA MORRIS ROAD AND DEER RUN STREET, SAID POINT BEING THE POINT OF BEGINNING.

THENCE N44°56'42"W 28.58' TO A POINT;
THENCE S89°21'25"E 56.22' TO A POINT;
THENCE S78°47'12"E 45.91' TO A POINT;
THENCE S71°35'39"E 144.80' TO A POINT;
THENCE S74°58'15"W 36.18' TO A POINT;
THENCE N71°35'39"W 36.23' TO A POINT;
THENCE S04°43'25"E 20.29' TO A POINT;
THENCE S79°49'38"W 84.00' TO A POINT;
THENCE N56°17'53"E 74.56' TO A POINT;
THENCE N71°35'39"W 57.02' TO A POINT;
THENCE N78°47'12"W 42.80' TO A POINT;
THENCE N89°21'25"W 33.95' TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 0.13 ACRES (5,806 S.F.)

C-2



Ben Hill County, GA
 212 East Central Avenue
 Fitzgerald, GA 31750

Receipt Number: ZO25-00003

Payer/Payee: GLOBAL SIGNAL ACQUISITIONS IV LLC
 C/O PARKER POE ADAMS & BERNSTEIN
 1075 PEACHTREE ST NE
 ATLANTA GA 30309

Cashier: Jake Hughes

Date: 12/01/2025

Z-12012025-001 SPECIAL EXCEPTION / REZONING 267 Nora Morris Rd

<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
Special Exception	\$300.00	\$300.00	\$0.00
	\$300.00	\$300.00	\$0.00

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CHECK	525544	\$300.00
Total Paid:		\$300.00

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



OFFICIAL USE ONLY

SUBMITTAL DEADLINE _____

Application Fee \$300.00

Public Hearing Dates

Planning Commission _____

December 15, 2025

Board of Commissioners _____

January 7, 2026

Date Received: Dec 1, 2025

Letters Mailed: _____

Property Posted: _____

This is an application for a Special Exception. This completed application, together with all required attachments and fees, must be completed and returned to the Building, Licenses, and Zoning Department by one of the established monthly deadlines in order to initiate review and consideration of the request. The applicant is responsible for the completeness, accuracy, and timely submittal of this application, including all of its attachments and fees. Unless otherwise stated, please type or neatly print the responses to each of the following.

1. **Applicant Information:** Contact person authorized to receive all communication regarding this application:

Name: GLOBAL SIGNAL ACQUISITIONS IV LLC c/o Parker Poe Adams & Bernstein

Complete Address: 1075 Peachtree St. NE, Ste 1500, Atlanta, GA 30309 Phone: (678) 690-5720 (Ellen Smith)

Has the applicant made any campaign contributions over \$250.00 to any local government official of the local government considering the application?

YES NO

2. **Property Information:**

Map Number: Book 192/Page 321 All Part Parcel Number: 3922

General Location Description: The north line of Nora Morris Rd., East of Bethlehem Church

Existing Use of the Property: Residential Family farm

Acreage (or square footage if less than 1 acre): 17.74 acres total

Current Zoning District: G-F

Has this property been denied a Land Use Change during the past 12 months?

YES NO

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



Has any public hearing been held regarding this property during the past 3 years?

(If so, describe.) No

How does or will the property receive water and sewer services? (Public, private, community, septic, etc.)

N/A - 125'

3. **Owner Information:** If the applicant listed above is not the current owner of the property, then list the names and addresses of all owners of record for each property that is the subject of this application. Also, if the applicant is not the current owner or is one of multiple owners, a notarized Letter of Authorization shall be signed and submitted by all owner(s).

Map/Parcel Number

Owner of Record

Mailing Address

3922 - Robert C. Ash - 267 Nora Morris Rd., Fitzgerald, GA 31750

4. **Special Exception Request:** Use for a 125' tall temporary communications tower

5. **Approximate cost of work involved:** \$250,000.00

6. **Please explain why the Special Exception should be granted. If additional space is needed, please use a separate page and attach to this application:** A telecommunications

tower has been installed as a temporary measure to replace a decommissioned 404' telecommunications tower. The temporary tower is 125'

tall and will provide communications including 911 access to the neighborhood, as described in detail in the letter of intent.

Special Exceptions granted by the County Commission shall be executed within a period of twelve (12) months from date of approval. Special Exceptions not executed within this time period shall become null and void and are subject for procedures for resubmission. Special Exceptions are not transferable except upon written approval of the appropriate governing body.

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



7. **Attachments:** The following items must be submitted in full prior to acceptance of this application.

- A. **List of all current owners of record** for properties located immediately adjacent to or directly across any right-of-way from the subject property. The list shall include the current names, mailing addresses, and tax map/parcel numbers as reflected on the current tax roll of Ben Hill County. (This information may be obtained from the Ben Hill County Tax Assessor's Office.) Please list on page 6 and sign.
- B. **Letter of Intent** stating the request, why the request is being made, and any other specific information the applicant would like considered.
- C. **Proposed Conceptual Site Plan** that includes:
 - a. Applicant name, date of drawing, and revision dates if applicable.
 - b. The size and location of the lot.
 - c. The dimensions and location of the existing building or structure(s) on the lot in question.
 - d. The dimensions and location of the proposed building, structure, or addition(s) on the lot.
 - e. If applicable, the location of any existing buildings on adjacent lots and their property line distance.
 - f. Any additional information necessary to allow understanding of the proposed use and development.

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



Special Exception Process: The Ben Hill County Planning Commission shall review the application for a Special Exception at a public hearing and shall make a **recommendation only** to the Ben Hill County Commissioners. At a second public hearing, the Ben Hill County Commissioners shall hear and decide all requests for Special Exceptions. In making this decision, the governing body shall consider the following:

- 1) Is the type of street providing access to the use adequate to serve the proposed Special Exception use?

Yes - see more information in letter of intent.

- 2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and to allow access by emergency vehicles?

Yes - see more information in letter of intent.

- 3) Are public facilities such as schools, water, sewer or other public utilities and police and fire protection adequate to serve the proposed Special Exception use?

Yes - see more information in letter of intent.

- 4) Are refuse, service parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light glare and other negative impacts?

Yes - see more information in letter of intent.

- 5) Will the hours and manner of operation of the Special Exception use have no adverse impacts on other properties in the area?

Yes - see more information in letter of intent.

- 6) Will the height, size or location of the buildings or other structures on the property is compatible with the height, size or location of buildings or other structures on neighboring properties?

Yes - see more information in letter of intent.

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION




The County Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood. Wherever the Board of Commissioners shall find, in the case of any permit granted pursuant to the provisions of these regulations, that any term, condition or restrictions upon which such permit was granted are not being complied with, the Board of commissioners shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

PLEASE READ THE ABOVE AND THEN SIGN BELOW.

I do hereby certify that to the best of my knowledge, the above information and attachments are true and correct. I authorize the staff of the Building, Licenses, and Zoning Department or their designee to enter and inspect the premises that is the subject of this application.

GLOBAL SIGNAL ACQUISITIONS IV LLC


Signature of Applicant

11/24/25

Date

By: Ellen W. Smith, Counsel for Applicant

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



ADJACENT PROPERTY OWNERS

Map & Parcel Number:

Name and Mailing Address:

1. 3920

1. David & Jan Kicklighter

137 Bethlehem Church Rd.

Fitzgerald, GA 31750

2. 3919

2. Doreen J S Coffey

159 Bethlehem Church Rd

Fitzgerald, GA 31750

3. 3926

3. Mitchell Tree Farms LLC

PO Box 219

Fitzgerald, GA 31750

4. 4998A74, 4998A73, 4998A55, 4998A54, 4989, 4998A27

4. Southern Consulting Services LLC

PO Box 1274

Stockbridge, GA 30281

5. 4998A1

5. Justin D. Warren

144 Deerrun Street

Fitzgerald, GA 31750

6. _____

6. _____

7. _____

7. _____

GLOBAL SIGNAL ACQUISITIONS IV LLC

A handwritten signature in cursive script, appearing to read "Ellen W. Smith".

Signature of Applicant

11/24/25

Date

By: Ellen W. Smith, Counsel for Applicant Page 6 of 7

Ben Hill County Building and Zoning

212 E Central Ave, Fitzgerald, GA 31750

Phone: (229) 426-5100

www.benhillcounty-ga.gov

SPECIAL EXCEPTION APPLICATION



Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. §§ 36-67A-1 – 36-67A-6, the following questions must be answered:

Have you, the applicant, made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

Yes No

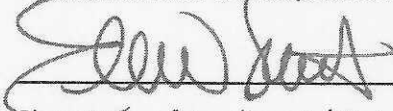
If the answer is yes, you must file a disclosure report with the governing authority of Ben Hill County showing:

1. The name and official position governing authority in Ben Hill County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.

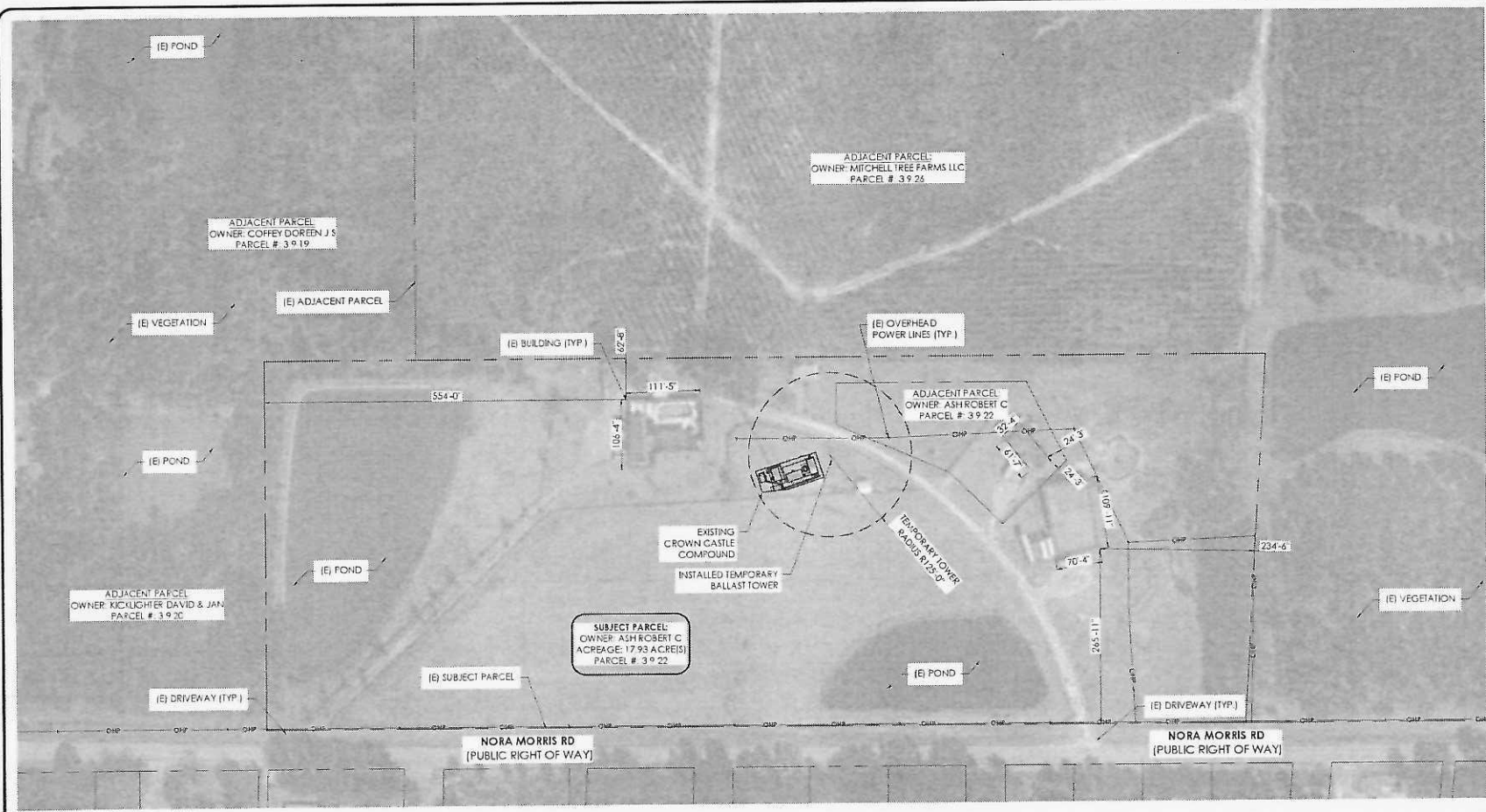
Robert C. Ash, Owner

GLOBAL SIGNAL ACQUISITIONS IV LLC

 11/24/25

Signature of Applicant / Date
and Owner by Attorney-in-Fact

Check one: Owner Agent Applicant



CROWN CASTLE
 8020 KATY FREEWAY
 HOUSTON, TX 77024

PMA&A
 P. MARSHALL & ASSOCIATES
 3545 WHITEHALL PARK DRIVE
 SUITE 450 CHARLOTTE
 NORTH CAROLINA 28273

CROWN CASTLE BU #:
 870805

SITE NAME:
 FITZGERALD

SITE ADDRESS:
 NORA MORRIS RD. #1
 FITZGERALD, GA 31750

SITE COORDINATES:
 31°46'13.4"N, -83°15'36.5"W

125'-0" TEMPORARY BALLAST
 POLE
 @ 299'-0" ASML

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/GA
0	11/19/2023	MD	FINALS	MD

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PM&A PROJECT NUMBER:
 25CCOGAN-0004

SHEET NUMBER: **CSP-1** REVISION: **0**

1 CONCEPTUAL SITE PLAN
 SCALE: 1" = 100' 0"

CROWN CASTLE
 8020 KATY FREEWAY
 HOUSTON, TX 77024

PMA
 P. MARSHALL & ASSOCIATES
 3545 WHITEHALL PARK DRIVE
 SUITE 450 CHARLOTTE,
 NORTH CAROLINA 28273

CROWN CASTLE BU #:
 870805

SITE NAME:
 FITZGERALD

SITE ADDRESS:
 NORA MORRIS RD. #1
 FITZGERALD, GA 31750

SITE COORDINATES:
 31°46'13.4"N, -83°15'36.5"W

125'-0" TEMPORARY BALLAST
 POLE
 @ 299'-0" ASML

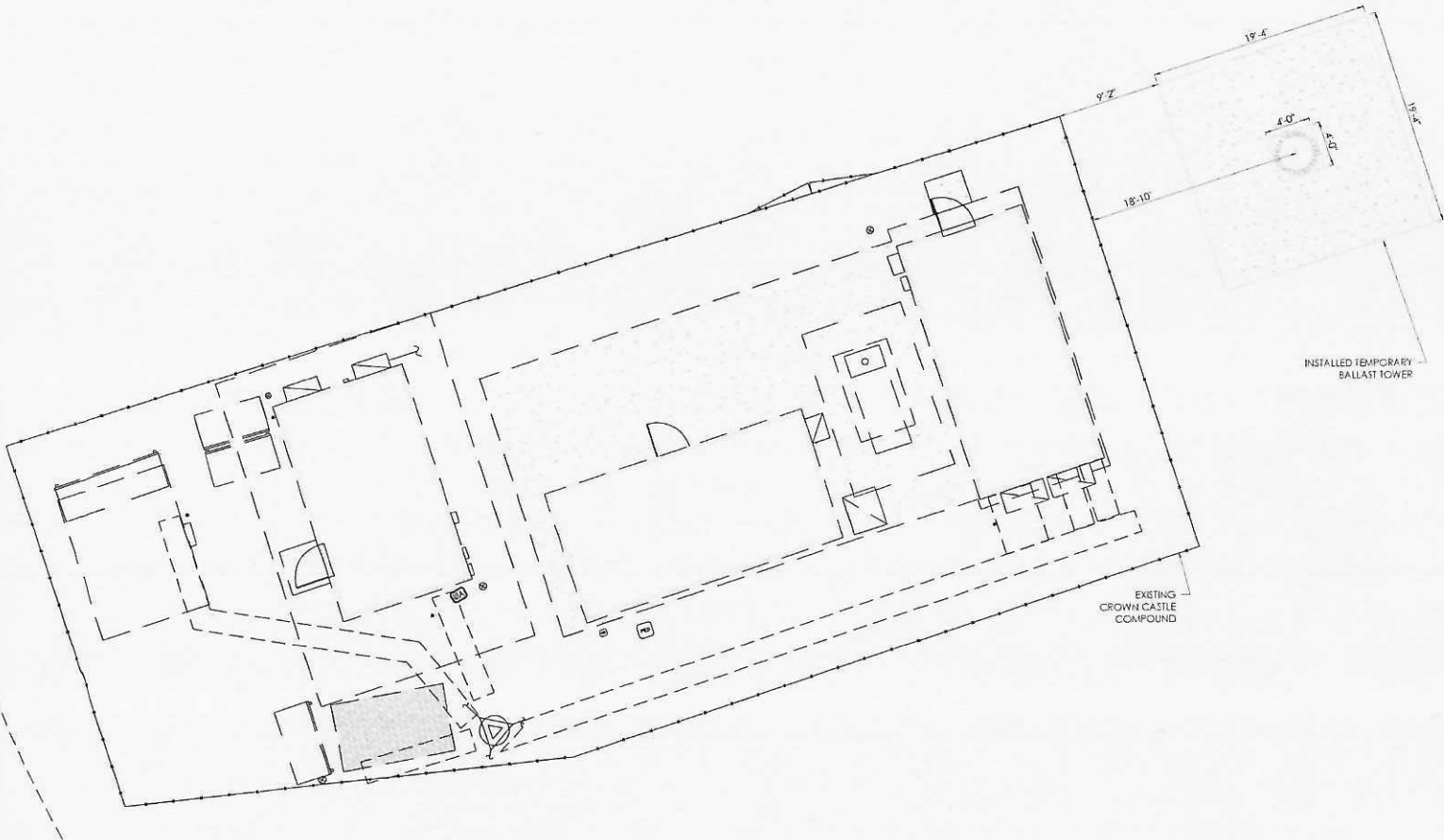
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES / QA
0	11/19/2023	MD	PRELIMS	MD

IT IS A VIOLATION OF LAW FOR ANY PERSON
 UNLESS THEY ARE ACTING UNDER THE DIRECTION
 OF A LICENSED PROFESSIONAL ENGINEER
 TO ALTER THIS DOCUMENT.

PM&A PROJECT NUMBER:
 25CCOGAN-0004

SHEET NUMBER: REVISION:
CSP-2 0

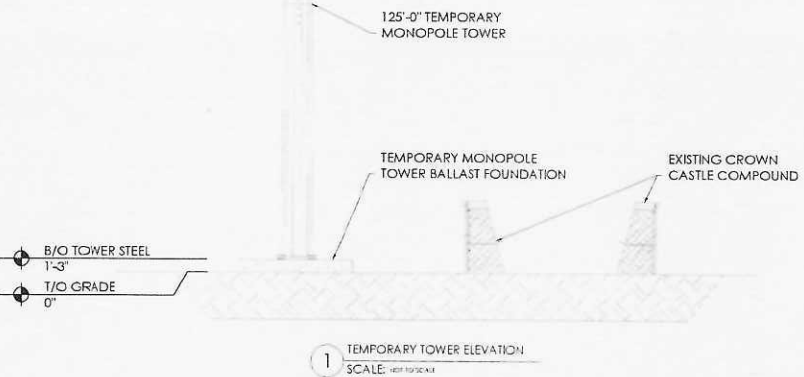
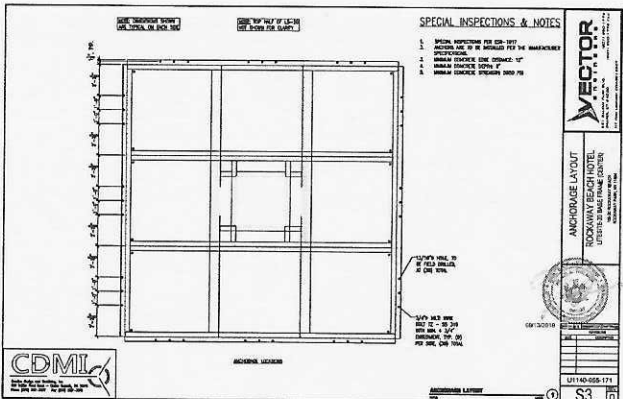
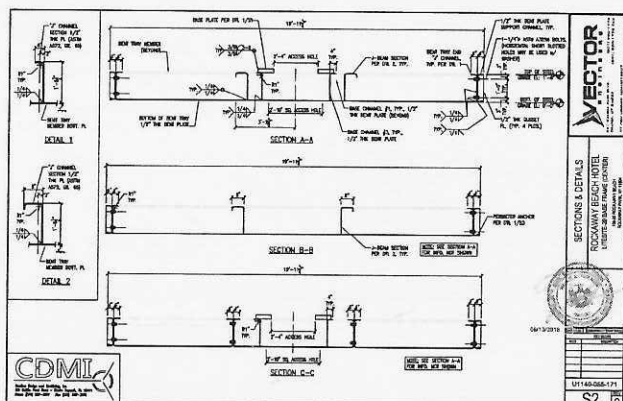
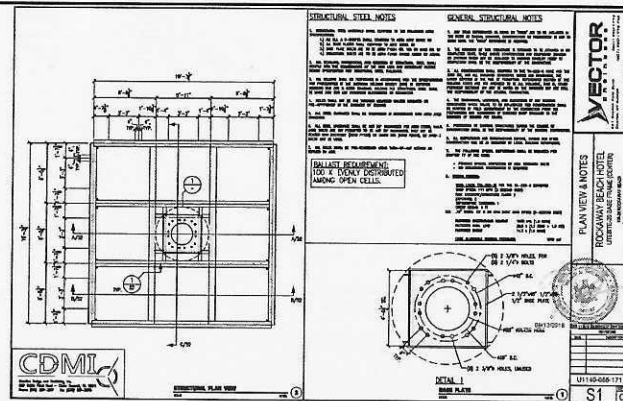


1 CONCEPTUAL SITE PLAN
 SCALE: 1" = 50'-0" (1:500) / 1" = 100'-0" (1:1000)
 N

- ⊕ T/O TOWER APPURTENANCE
129'-0"
- ⊕ T/O TOWER STEEL
125'-0"
- ⊕ CARRIER CENTERLINE
123'-0"
- ⊕ CARRIER CENTERLINE
117'-0"

- ⊕ CARRIER CENTERLINE
105'-0"

TEMPORARY ANTENNAS
INSTALLED BY OTHERS



CROWN CASTLE
8020 KATY FREEWAY
HOUSTON, TX 77024

PM&A
P. MARSHALL & ASSOCIATES
3545 WHITEHALL PARK DRIVE
SUITE 450 CHARLOTTE
NORTH CAROLINA 28273

CROWN CASTLE BU #:
870805

SITE NAME:
FITZGERALD

SITE ADDRESS:
NORA MORRIS RD. #1
FITZGERALD, GA 31750

SITE COORDINATES:
31°46'13.4"N, -83°15'36.5"W

125'-0" TEMPORARY BALLAST
POLE
@ 299'-0" ASML

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES	GA
0	11/19/2022	MD	REVISED		MD

IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

PM&A PROJECT NUMBER:
25CC.OG.AN-0004

SHEET NUMBER: **CSP-3** REVISION: **0**



Ben Hill County, GA

Ben Hill County, GA

212 East Central Avenue
Fitzgerald, GA 31750

<https://www.benhillcounty-ga.gov/>

Z-12012025-001

SPECIAL EXCEPTION / REZONING

PROJECT NAME: SPECIAL EXCEPTION FOR TEMPORARY LAND FOR
TEMPORARY 125 FOOT TALL TELECOMMUNICATIONS TOWER FOR
UP TO 24 MONTHS

ISSUED:

EXPIRES: 05/30/2026

SITE ADDRESS: 267 NORA MORRIS RD FITZGERALD

PARCEL:

APPLICANT: Global Signal Acquisitions IV LLC c/o Parker
Poe Adams & Bernstein
1075 Peachtree St NE
Suite 1500
ATLANTA, GA 30309
678-690-5720

OWNER:

FEES:	Paid	Due
Special Exception	\$300.00	\$0.00
Totals :	\$300.00	\$0.00

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state/local law regulating construction or the performance of construction.

Issued By: _____

GLOBAL SIGNAL ACQUISITIONS

Contractor or Authorized Agent: By: _____

Ellen W. Smith, Esq.

Date: 12.1.25



Ben Hill County, GA

Ben Hill County, GA

212 East Central Avenue
Fitzgerald, GA 31750

<https://www.benhillcounty-ga.gov/>

SPECIAL EXCEPTION / REZONING Z-12012025-001

Special Conditions:

The Ben Hill County Assessor's office will review all properties that have permits issued on them. Reviews will be made periodically until work is complete.

The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanic's and materialmen's liens pursuant to Part 3 of Article 8 of Chapter 14 of Title 44 of the Official Code of Georgia Annotated. In Order to protect any interest in such property and to avoid encumbrances thereon, the owner of any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien laws which may be available to building supply home centers.

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS COMMENCED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OR ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Printed: 12/01/2025 09:37:47 AM



Official Tax Receipt
Ben Hill County, GA
324 E. Pine St.
Fitzgerald, 31750
--Online Receipt--

Phone: 229-426-5144

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2024-007386	P1 9160	INVENTORY/EQUIPMENT	\$217.41	\$0.00 Fees: \$0.00	\$0.00	\$217.41	\$0.00
Totals:			\$217.41	\$0.00	\$0.00	\$217.41	\$0.00

Paid Date: 12/18/2024

Charge Amount: \$217.41

PINNACLE TOWERS INC CROWN CASTLE
USA
PMB 353 4017 WASHINGTON ROAD
MCMURRAY, PA 15317



Scan this code with your mobile phone to view this bill



Ellen W. Smith
Partner
Telephone: 678.690.5720
Direct Fax: 404.869.6972
ellensmith@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

November 24, 2025

BY FEDEX AND BY EMAIL

(jake.hughes@benhillcounty-ga.gov)

Ben Hill County Building and Zoning
Attn: Jake Hughes
Building and Zoning Administrator
EMA Director
212 E. Central Avenue
Fitzgerald, GA 31750

Re: Special Exception Application ("**Application**") by Global Signal Acquisitions IV LLC ("**GSA IV**" or "**Applicant**")¹ for a telecommunications tower (for a temporary period of up to 24 months) with respect to that approximately 17.93 acre parcel being Ben Hill County Parcel Number 3922 commonly known as 267 Nora Morris Road, Fitzgerald, Georgia 31750 (the "**Property**")

LETTER OF INTENT

Ladies and Gentlemen:

This law firm has the pleasure of representing Applicant with respect to the Application. Applicant respectfully submits for Ben Hill County's (the "**County's**") consideration the Application, the approval of which will result in the County's issuance of a special exception permit (a "**SE Permit**") to allow the installation, operation and maintenance of a 125-foot (129-foot overall including appurtenances) ballast monopole telecommunications tower and related antennas, adjacent and including to its existing equipment compound (collectively, the "**Temporary Facility**") for a 24 month period from the date of the County's approval of the SE Permit within a portion of the Property (such portion being the "**Easement Area**" or the "**Site**").² The Temporary

¹ For information, Crown Castle Inc. is the ultimate parent of GSA IV.

² The Property is owned by Robert C. Ash ("**Owner**"). Pursuant to Section 3 of that certain Grant of Easement dated as of October 13, 2015, between GSA IV, as Grantee, and Owner, as Grantor, recorded on November 12, 2015, in Deed Book 881, page 289, Ben Hill County, records (the "**Easement**"), among other things, Owner: (i) acknowledges that Grantor has no right to object or approve of any improvements to be constructed by GSA IV on the Easement Area, (ii) that Owner will execute, at GSA IV's expense, all documents required by any governmental authority in connection with any development of, or construction

Facility is an integral part of the wireless networks providing telecommunications services for AT&T, T-Mobile and Verizon in the area.

Background

Applicant has recently decommissioned a long-standing 400-foot tall telecommunications tower (the "**400-Foot Tower**") on the Property, which for decades has provided the carriers collocated thereon and the area with essential communications connectivity to Ben Hill County and the surrounding community, including emergency response and public safety services.³ The 400-Foot Tower was decommissioned for a variety of reasons. Applicant installed the Temporary Facility⁴, currently in place under a six-month approval from the County, as an interim solution to maintain uninterrupted network coverage while Applicant completes the design, engineering, and permitting processes for a permanent replacement facility on nearby County-owned property.

The Application for the Temporary Facility

In connection with the Application, Applicant is filing:

- (1) The County's Special Exception Application Form, including as page 6 the list of all current owners of record for properties located immediately adjacent to or directly across any right-of-way from the Property;
- (2) This Letter of Intent;
- (3) a proposed conceptual site plan; and
- (4) our law firm's check in the amount of \$300.00 for the application filing fee.

Pursuant to the Zoning Ordinance for Ben Hill County, Georgia (the "**Zoning Ordinance**"), as the same is amended from time to time, the County is obligated to consider six factors or standards and criteria for the approval of a SE Permit application, as set forth on page 4 of the Application form. If there is evidence to support each of these criteria, then the County and the Ben Hill County Board of Commissioners (the "**Board**"), is authorized to approve the Application. An analysis of the proposed Temporary Facility and supporting documents based upon these criteria reflects that the Board should approve this Application.

on the Easement Area, and (iii) Owner appoints GSA IV as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. The Easement also includes a description of the Easement Area which includes various utilities and access easements through the Property. The Site is located within the Easement Area.

³ By way of further history, in October 1998, Owner entered into a Land Lease Agreement (as amended from time to time, the "**Lease**") with Pinnacle Towers Inc., as tenant, for the installation, operation, maintenance, improvement, and modification of the 400-Foot Tower at the Property. Pinnacle Towers Inc. subsequently merged into Pinnacle Towers LLC. Concurrently with signing the Easement, Owner assigned all of his rights, title, and interest in the Lease, as landlord, to GSA IV through an Assignment of Lease ("Assignment"), recorded in Deed Book 881, page 303, aforesaid records.

⁴ The Application is being filed out of an abundance of caution and to document there being an SE Permit for there to be an operating telecommunications tower on the Property because the existing, historic SE Permit for the 400-Foot Tower could not be located.

Ben Hill County Building and Zoning
November 24, 2025

Specifically, as shown in the Application materials, there is sufficient access to and from the Temporary Facility. It has already been constructed, and there are only monthly or fewer visits to the Property, with very low impact on any neighboring streets, for maintenance of the Temporary Facility. Historical evidence of there having been the 400-Foot Tower on the Property for decades reflects that the replacement of the 400-Foot Tower with the Temporary Facility will only mitigate any impact on the surrounding neighbors (because the Temporary Facility is so much shorter in height). Telecommunications facilities do not adversely impact public facilities such as schools, water, sewer or other public utilities including police and fire protection; instead, by continuing to operate a telecommunications tower at the Property, within the Easement Area and the Site, Applicant is supporting the provision of emergency services through communications services connecting residents and travelers through the area. Accordingly, a review of the special exception criteria, particularly given the circumstances of the Temporary Facility being a replacement of a previously existing telecommunications tower on the Site heavily supports the granting of the requested SE Permit in the Application.

Similarly, Applicant's request is limited to a 2-year duration to allow it time to complete its design, engineering, and permitting processes for a permanent replacement facility on nearby County-owned property, and in compliance with the Zoning Ordinance and all other applicable federal, state, and local regulations.

Applicant has located the Temporary Facility in a manner to meet all setback and other requirements as set forth in the Zoning Ordinance.⁵ Furthermore, Applicant affirms that the Temporary Facility meets all technical, structural, and operational standards prescribed by other applicable law and that it will be removed promptly upon completion and activation of the permanent telecommunications tower.

Approval of this SE Permit for the Temporary Facility is critical to ensuring the continuity of communications services for AT&T, Verizon and T-Mobile during this transition period.⁶

⁵ Upon information and belief, there is an existing, but not operational, tower within 5,000 feet of the Site, which is located on County-owned property and which is being decommissioned.

⁶ Applicant notifies the County of its constitutional concerns. If the Board denies the Application in whole or in part, such an action will deprive Applicant and Owner of the ability to use the Property in accordance with its highest and best use. Similarly, if the Board limits its approval of the SE Permit by attaching conditions thereto affecting any portion of the Property or the use thereof, either of such actions being taken without Applicant's consent, then such action would deprive Applicant and Owner of any reasonable use and development of the Property. Any such action is unconstitutional and will result in a taking of property rights in violation of the just compensation clause of the Constitution of the State of Georgia (*see Ga. Const. 1983, Art. I, § 3, para. 1(a)*), and the just compensation clause of the Fifth Amendment to the United States Constitution (*see U.S. Const. Amend. 5*). Any such denial or conditional approval would discriminate between Applicant and Owner and owners of similarly situated property in an arbitrary, capricious, unreasonable and unconstitutional manner in violation of Article I, Section 1, Paragraph 2 of the Georgia Constitution and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Finally, a denial or a conditional approval of the Application (with conditions not expressly approved by Applicant) would constitute a gross abuse of discretion and an unconstitutional violation Applicant's rights to substantive and procedural due process as guaranteed by the Georgia Constitution (*see Ga. Const. 1983, Art. I, § 1, para. 1*) and the Fifth and Fourteenth Amendments of the United States Constitution (*see U.S. Const. Amend. 5 and 14*).

Furthermore, the Telecommunications Act of 1996, codified at 47 U.S.C. § 332(c) (the "**1996 TCA**") was intended to "promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment

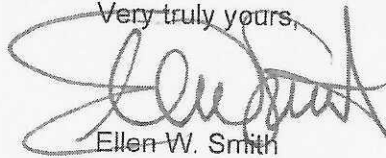
Ben Hill County Building and Zoning

November 24, 2025

Accordingly, Applicant respectfully requests that the Board approve the Application and grant the SE Permit.

We are happy to answer any questions or provide any information that the Department or the County may have with regard to the Application.

Very truly yours,



Ellen W. Smith

cc/encls.: Hampton Raulerson (hampton.raulerson@benhillcounty-ga.gov)
Kimberly J. Adams (Kimberly.adams@crowncastle.com)
Adam S. Barsotti, Esq. (adam.barsotti@crowncastle.com)
(all by email only)

of new telecommunications technologies." *Preamble to 1996 TCA*. The primary mechanisms used by the 1996 TCA to "promote competition and reduce regulation" are prohibitions against local regulations that (i) "unreasonably discriminate among providers of functionally equivalent services" or (ii) "prohibit or have the effect of prohibiting the provision of personal wireless services." 47 U.S.C. § 332(c)(7)(B). Also, section 253 of the 1996 TCA provides that "no State or local statute or regulation ... may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." The Board may violate the 1996 TCA on all three grounds if the Application is denied. Nevertheless, Applicant remains optimistic that the Board's consideration of the Application will be conducted in a constitutional and legal manner.



y Thanksgiving service
to lead attendees in worship. A total of 393 attended the service on Sunday night, Nov. 23, at Crossview Baptist Church.

Frank Church to present pageant

Elder Chad O'Quinn and the congregation of Frank Primitive Baptist Church invite everyone to attend its 46th annual presentation of *For Unto You a Child Is Born.*

The event is a depiction of the birth of Jesus, our Lord and Saviour, through a live dramatization which includes special musical performances by individuals from the church and the Frank Church Choir.

The pageant will be held at 7:30 p.m. on Thursday, Dec. 18. It will last approx-

imately 45 minutes. The event is held outdoors in the area behind Frank Church known as "Bethlehem." Seating is provided.

The church also invites those attending to join them for food and fellowship in the church social hall immediately after the pageant.

In the event of rain, the pageant will be held indoors in the church sanctuary at the scheduled date and time.

Birthdays Anniversaries

Those celebrating birthdays and anniversaries this week ending on Tuesday, Dec. 23 are:

- Dec. 17: David Cook, Harold Johnston
- Dec. 18: Melinda Hodgman Abell, Diana Steed Hair, Roger McLendon, Rachel Peavey,

Marty Wright

- Dec. 23: Chuck Faircloth, David Hobby, Victor Hulett, Kacie Padgett, Will Reaves

To add your birthday or anniversary to the calendar, call **The Herald-Leader** at 423-9331 or e-mail: harperherald@gmail.com

STORY TIME AT LIBRARY

Bring little ones to enjoy story time and a craft at 10:30 a.m. tomorrow at the Fitzgerald-Ben Hill County Library.

BEN HILL HOSPITAL AUTHORITY TO MEET

The Hospital Authority of Ben Hill County will meet at 5 p.m. Monday in the conference room at Dorminy Medical Center.

MASONIC LODGE TO MEET MONDAY

Pine Level Masonic Lodge #353 will meet Monday at 7:30 p.m. at the lodge at 533 Irwinville Hwy.

HUMANE SOCIETY TO MEET TOMORROW

The board of the Fitzgerald-Ben Hill County Humane Society will meet at 5:30 p.m. tomorrow in the City Hall council chambers.

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PUBLIC NOTICE

To the Citizens of Ben Hill County

A **Public Hearing** with the Ben Hill County Commissioners is scheduled for January 6, 2026, at 6:00 pm located at the 4th and Ben Hill County Extension Service Building, located at 321 Dewey McGlamry Rd., Fitzgerald, GA 31750.

This notice is for a petition by Global Signal Acquisitions IV, LLC c/o Parker, Poe, Adams, & Bernstein for Special Exception for a Temporary Telecommunications Tower for up to 24 months on the property at 267 Nora Morris Rd., Fitzgerald, GA 31750

Application # Z-12012025-001.

Parcel 3 9 22, 17.74 acres, addressed as 267 Nora Morris Rd., Fitzgerald, GA 31750

To Subscribe Call 423-9331