

**MINUTES OF MEETING
FITZGERALD-BEN HILL COUNTY PLANNING COMMISSION**

The Fitzgerald-Ben Hill County Planning Commission held a called meeting on January 27, 2020, at the City Hall Conference Room, 302 East Central Avenue, Fitzgerald, Georgia, at 5:30 p.m. Present were the following members: Cliff Ward, Louis Harper, Jim Turner, Trey Luckie, & Chris Calhoun. Also, in attendance were Emily Ray (Secretary), David Walker (City), Lakisha Fleming (County), Virginia Hall (Attorney), David Hutto & Cable Link Reps Jay Sanders & Neal Allen.

The minutes of the previous meetings of the Commission on November 18, 2019 were reviewed, and on motion by Trey Luckie, seconded by Louie Harper, were approved as written.

The Commission gave consideration to a rezoning petition being proposed by the owner, Young Tractor Co., regarding the property at 758 Ocilla Hwy., to rezone 1.05 acres of said property from G-F County to C-C County. On motion by Trey Luckie, seconded by Cliff Ward, all in present were in favor, the Commission voted to recommend to the Ben Hill Commissioners of Ben Hill County that the request for Rezoning be granted as requested.

The Commission considered a Special Exception petition being proposed by the owner, Garrett Tree Farms, LLC, regarding the property at 1550 River Road., to have Cable Link erect a 370' cell tower on said property zoned G-F County. On motion by Trey Luckie, seconded by Chris Calhoun, all in present were in favor, the Commission voted to recommend to the Ben Hill Commissioners of Ben Hill County that the request for Special Exception be granted as requested.

There was no further business to come before the Commission and the meeting was duly adjourned.

Respectfully submitted,

Emily S. Ray, Secretary

FITZGERALD-BEN HILL COUNTY PLANNING COMMISSION

AGENDA

January 27, 2020

1. Approval of minutes of previous meetings from November 18, 2019.
2. Rezoning of 758 Ocilla Hwy by Young Tractor Co. from G-F to C-C count.
3. Special exception request 1550 River Road for cell tower in G-F by Cable Link.

**MINUTES OF MEETING
FITZGERALD-BEN HILL COUNTY PLANNING COMMISSION**

The Fitzgerald-Ben Hill County Planning Commission held a regular scheduled meeting on November 18, 2019, at the City Hall Conference Room, 302 East Central Avenue, Fitzgerald, Georgia, at 5:30 p.m. Present were the following members: Louis Harper, Jim Turner, Trey Luckie, Warren Elder & Rev. George Vereen. Also, in attendance were Emily Ray (Secretary), David Walker (City) Kyle Cook (Attorney), Lakisha Fleming (County), Virginia Hall (Attorney).

The minutes of the previous meetings of the Commission on August 26, 2019 were reviewed, and on motion by Trey Luckie, seconded by Rev. George Vereen, were approved as written.

The Commission gave consideration to an annexation and rezoning petition being proposed by the owner, Cam Jordan, regarding the property at 102 Sadie St., to rezone 3.05 acres of said property from G-B County to G-B City. On motion by Trey Luckie, seconded by Warren Elder, all in present were in favor, the Commission voted to recommend to the Mayor and Council of the City of Fitzgerald that the property be rezoned as requested.

Next the Commission considered a Special Exception petition being proposed by the owner, Diann Heninger, to establish a mobile home sales / display lot on the property at 401 N. Grant St., the said property zoned G-B City. Trey Luckie made a motion that the request be denied, seconded by Louis Harper, all present voted unanimously to recommend that the request be denied. The City Zoning Ordinance states that mobile home sales / display lots cannot be located inside the four drives. (5-1-85) (5-1-86)

There was no further business to come before the Commission and the meeting was duly adjourned.

Respectfully submitted,


Emily S. Ray, Secretary

REZONING/SPECIAL EXCEPTION APPLICATION

BEN HILL COUNTY, GEORGIA
FITZGERALD, GEORGIA

Instructions for Filing of Rezoning/Map Amendment or Special Exception Application

Dear Citizens:

Attached, please find the required application for a Map Amendment or Special Exception. This application must be filed in the office of the Zoning Administrator at the Ben Hill County Building Department by _____ in order to be heard by the County Commission the following month. Along with your application, please attach the following:

1. \$200 Application Fee

Your application for a Map Amendment or Special Exception will be heard as follows and your presence or your representative's presence is requested at each meeting.

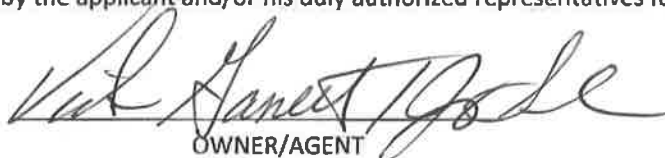
PLANNING & ZONING COMMISSION

DATE: MONDAY, JANUARY 27, 2020
FITZ CITY HALL, UPSTAIRS MTG RM
PLACE: _____
302 EAST CENTRAL AVE
FITZGERALD, GA 31750
TIME: 5:30 P.M.

COUNTY COMMISSION

DATE: TUESDAY, FEBRUARY 4, 2020
JUDICIAL ANNEX, BHC BRD OF COMM
PLACE: _____
324 EAST PINE ST
FITZGERALD, GA 31750
TIME: 6 P.M.

The signature below acknowledges receipt by the applicant and/or his duly authorized representatives for the above referenced data.


OWNER/AGENT

Oct 30 2019
DATE

An enumeration date and description of each gift having value of \$250.00 or more made by the applicant to Local government official during the two years immediately preceding the filing of the application for Map Amendment or Special Exception.

7a. In the event that no such gifts or contributions were made, the applicant shall affirm by signing this space.


OWNER SIGNATURE

1468 River Rd.
OWNER ADDRESS

Fitzgerald GA 31750
CITY, STATE, ZIP

229-425-9074
OWNER TELEPHONE NUMBER


AUTHORIZED AGENT SIGNATURE

1311 Rowan Oak Estates Way
AUTHORIZED AGENT ADDRESS

Natkinsville, GA 30677
CITY, STATE, ZIP

404-934-5468
AUTHORIZED AGENT TELEPHONE NUMBER

FOR COUNTY USE ONLY

Action taken by Planning and Zoning Commission:

DATE: _____

Action taken by Board of Commissions:

DATE: _____

TEXT UPDATED: _____ DATE: _____

DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

I, Victor Garrett, am the owner of the property described in the application hereby designate Jay Sanders as the authorized agent/attorney-in-fact with the following powers and authority to do all things that may be required in order to apply for a rezoning (map amendment) or special exception request on said property including but not limited to completion and execution of applications, receipt of notices, execution of acknowledgements, attendance, and presentations of evidence at all hearings and execution of agreements.

Victor Garrett
 NAME Garrett Tree Farm LLC
Owner
 TITLE

1468 River Rd Fitch. GA 31750
 ADDRESS

229-425-9074
 TELEPHONE NUMBER

AUTHORIZED AGENT/ATTORNEY-IN-FACT

Jay Sanders
 NAME Jay Sanders
1311 Rowan Oak Estates Way
 ADDRESS
Nashville, GA 30677
 ADDRESS
404-934-5468
 TELEPHONE NUMBER

STATE OF GA)
 COUNTY OF Turner)

I, the undersigned Notary Public, hereby certify that Victor Garrett, whose name(s) is/are signed to the foregoing DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT has/have acknowledged to me under oath that they have read and understand the foregoing and executed same before me on this day.

Given under my hand and Official Seal this 30th day of October, 2019.

Notary Signature: Kayla Lee Commission Expires: March 28, 2021



Garrett Tree Farms, LLC

1468 River Road
Fitzgerald, GA 31750
912-729-9518

Lakisha Fleming
Building and Zoning Clerk
402A E. Pine Street
Fitzgerald, GA 31750

October 30, 2019

Ms. Fleming:

Garrett Tree Farms, LLC, 1468 River Road, Fitzgerald, GA 31750, entered into a lease agreement with Cable Link of Georgia, LLC to construct a guy wire cell tower on a parcel of land identified as Tax ID number 2-14-4. The Ben Hill County E-911 address for this tower site is 1550 River Road, Fitzgerald, GA 31750.

Please accept this application for your review and approval and don't hesitate to contact me at 912-729-9518 should you need any additional information.

Sincerely,



Victor Garrett
Managing Member of Garrett Tree Farms, LLC

Ben Hill County E911

255 Appomattox Rd

Fitzgerald, Ga 31750

229-426-5111

Fax: 299-426-5130

Brandon Fletcher

Director

Meagan Rowe

Assistant Director

Date: 08/08/2019

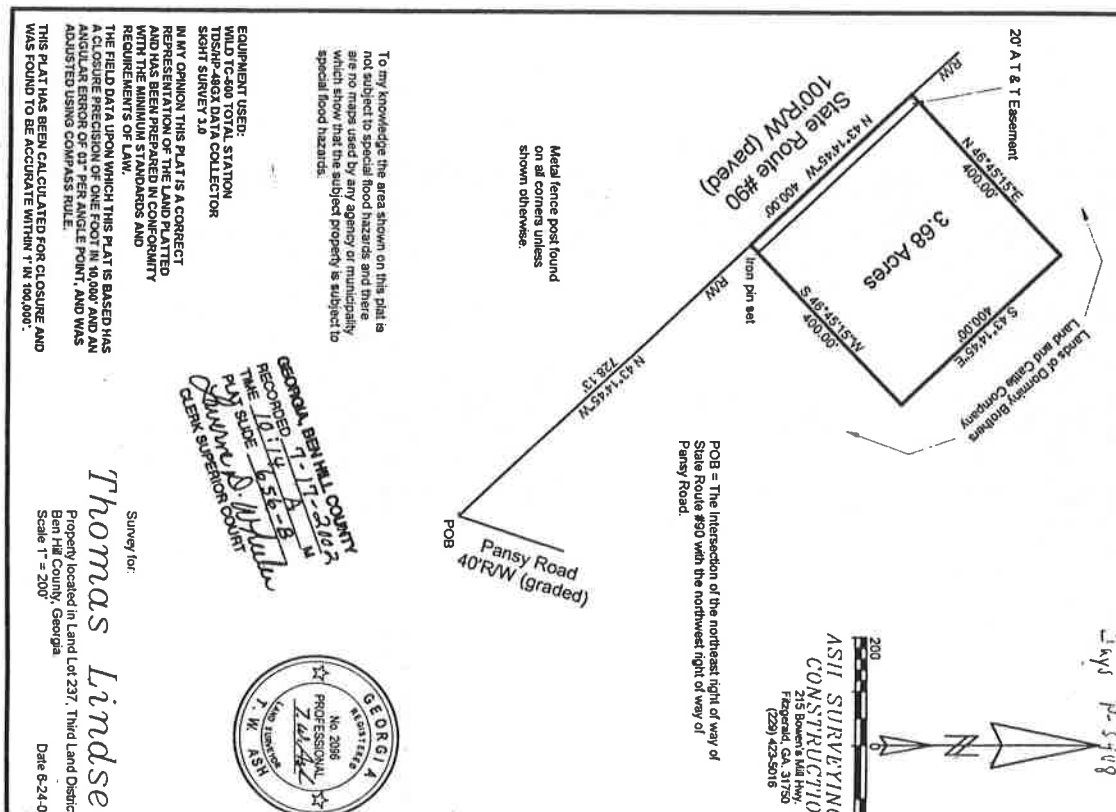
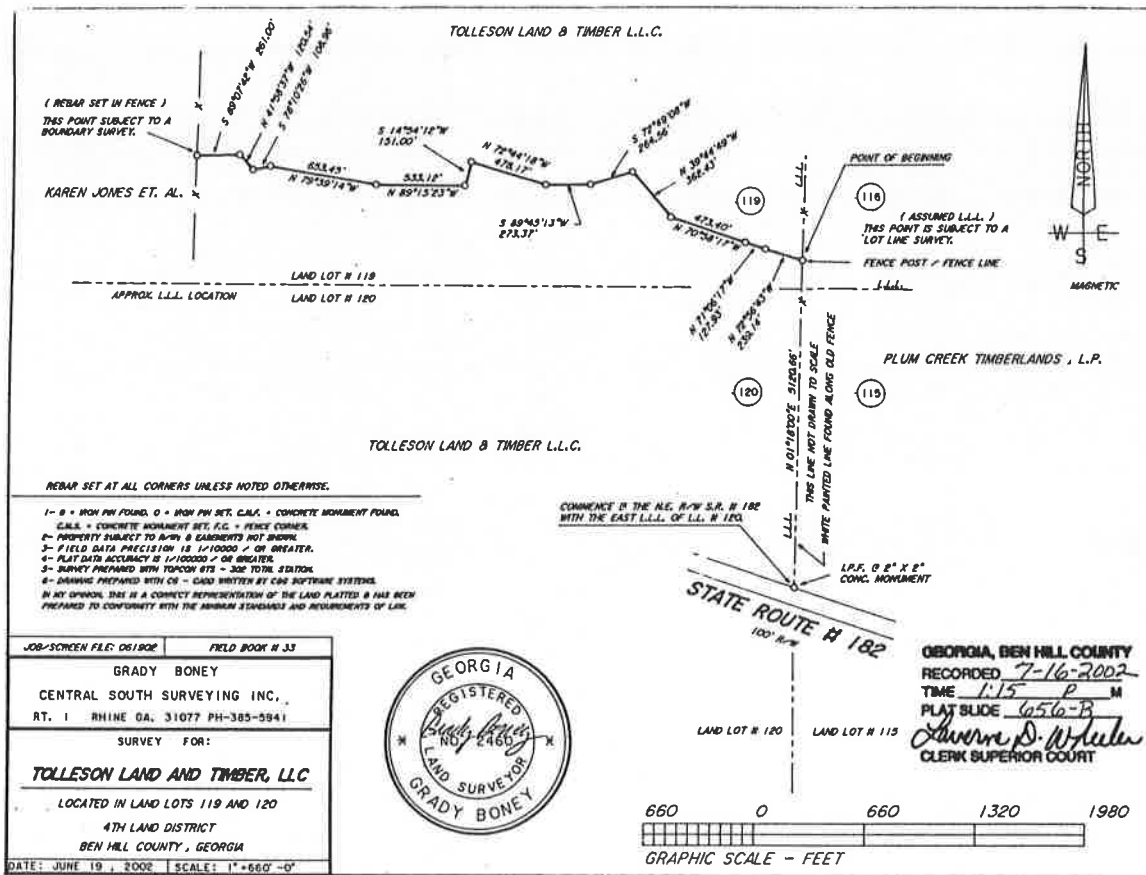
Name of Person(s) Applying for Address: Neal Allen - CableLink of GA, LLC
404-307-4957

Address: 1550 River Rd

Fire District: VFD - 2

Thank You

B. Fletcher



214 4

2020 Ben Hill County Board of Assessors

10/30/2019 11:40:45 AM
Acct # 2471

Owner Information

General Property Information

daphne

Garrett Tree Farms, LLC

SITUS 1468 RIVER RD

Values

1468 River Road

LEGAL LL 118-119-4

Imp Val

Fitzgerald, Ga 31750

Tax District COUNTY GMD

Acc Val

Total Acres 837.00 LL

LD

Return Value

0

FLPA 2009

1A - .834172

361429

S0

Land Val

1,205,657

Topography - 1.00

Corner - 1.00

View - 1.00

Water - 1.00

Transitional - 1.00

Neighborhood - 1.00

Other - 1.00

- 1.00

2009-New FLPA Cov-2003 corrected acres to deeds

SALES INFORMATION

Grantor

Garrett Tree Farms, LLC

Date

Deed Book

Plat Book

Sale Price

CS

Mkt Value

Reason

Garrett Tree Farms, LLC

Garrett, Victor H & Deborah S

04/23/2019 960 237

0 J5

0 CS

Garrett, Victor H & Deborah S

Tolleson Land & Timber LLC

12/12/2002 519 299

0 A5

0 NF

Tolleson Land & Timber LLC

Thompson Hardwoods Inc

06/05/2002 504 77

450,000 A5

0 NF

LAND INFORMATION

CS	Land Use	Productivity	ACRES	Unit Value	Unadj Value
J5	Open Land	2	34.87	2,450	85,432
J5	Open Land	4	16.21	2,300	37,283
J5	Woodlands	2	26.72	1,300	34,736
J5	Woodlands	3	18.49	1,250	23,113
J5	Woodlands	5	142.94	1,100	157,234
J5	Ponds	2	12.00	1,000	12,000
J5	Open Land	5	11.20	2,250	25,200
J5	Open Land	6	39.48	2,200	86,856
J5	Open Land	8	19.24	1,800	34,632
J5	Woodlands	6	54.37	1,000	54,370
J5	Woodlands	7	454.00	900	408,600
J5	Woodlands	8	7.48	800	5,984

FLPA LAND INFORMATION

Land Use	Productivity	ACRES	Unit Value	Adjustment	Value
	2	61.59		1.00	46,932

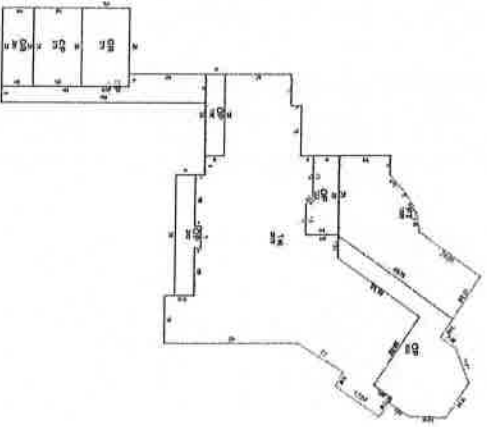
214 4

Review: by /

		3	21.49		1.00	14,656
		5	198.66		1.00	104,495
		6	93.78		1.00	42,201
		7	454.00		1.00	167,980
		8	7.48		1.00	2,192

ACCESSORY IMPROVEMENTS - 2.14 4															
CS	DESCRIP	DIM1	DIM2	Units	Year	Grade	Depr	Ovr D	PCOM	Func	Econ	Neigh	IDrills	Value	Photo?
A6	Concrete 3001-and up	0	0	4836	2012	1.00	0.98	0.00	1.00	0.75	1.00		0.00	5,687	False
A6	Green House LC	16	19	304	2012	1.00	0.98	0.00	1.00	0.75	1.00		0.00	715	False
A6	Pole Shed - low cost	14	19	266	2012	1.00	0.98	0.00	1.00	0.75	1.00		0.00	293	False
A6	Pole Shed-Wood Fr/Metal	0	0	3328	2007	1.00	0.98	0.00	1.00	0.75	1.00		0.00	7,827	False
A6	Pole Shed-Wood Fr/Metal	10	10	100	2007	1.00	0.98	0.00	1.00	0.75	1.00		0.00	235	False
A6	Pole Shed-Wood Fr/Metal	40	48	1920	2018	1.00	0.98	0.00	1.00	0.75	1.00		0.00	4,516	False
A6	Septic Tank	0	0	1	2009	1.00	0.98	1.00	1.00	1.00	1.00		0.00	1,500	False
A6	Utility - on site - low cost	8	40	320	2018	1.00	0.98	0.75	1.00	0.75	1.00		0.00	900	False
A6	Utility - on site - Wood	13	24	312	2007	1.00	0.98	0.00	1.00	0.75	1.00		0.00	2,752	False
A6	Well	0	0	1	2009	1.00	0.98	1.00	1.00	1.00	1.00		0.00	3,000	False
A6	Well	0	0	1	2015	1.00	0.98	1.00	1.00	1.00	1.00		0.00	3,000	False
A6	Well	0	0	1	2006	1.00	0.98	1.00	1.00	1.00	1.00		0.00	3,000	False
PERM NUM	PERM TYPE	PERM AMNT		DATE ISSUE		DATE COMPL		YEAR		CODE		COMMENTS			
4187	NEW CONSTRUCT	195,905		08/06/2008		11/13/2009						3549 sq ft House, 1448 sq ft unheated, handy bd, tin roof, 3 BR, 4 bath			

RES IMP - 2 14 4 1468 RIVER RD							
Imp'r Key	51573719	Roof Shape	Gable	Basement / Attic	Squarefoot	Phy Depr	1.00
Class/ Strat	A1	Floor Construction	Wood Joist	Bsm't / Finish	0 / 0.00	Phy OVR	0.00
Occupancy / Style	One Family	Floor Finish	Carpet/Tile	Attic / Finish	0 / 0.00	Func Obsol	1.00
Rooms	8	Interior Wall	Sheetrock	Bsm't Qual		Econ Obsol	1.00
Bedrooms	4	Interior Ceiling	Sheetrock	Attic Qual		% Complete	1.00
Heated Area	3,906	Heat	Central Heat/AC	Grade	1.65	Neigh Adj	
Story Height	1.0 Story	Plumbing:Std Comp	1	Year Built	2008	CD	1.02
Foundation	Piers	Plumbing: Extra Fix	11	Eff Year Built	2009	FMV	366,889
Exterior Wall	Hardy	Full Baths	4	Condition	Average	MAV	0
Roofing	Asphalt Shingles	Half Baths	0	RCN	359,695	OVR FMV	0
Sketch Legend		Other Features					
Code	Type	Area	CODE TYPE	AREA			
1st	1st	3906	Pre-fab 1 sty 1 Box	1			
OP	OP	242					
OP	OP	156					
OP	OP	222					
OP	OP	832					
PT	PT	1055					
OP	OP	416					
GR	GR	375					
CP	CP	375					
GR	GR	250					



000756

FILED & RECORDED

REAL ESTATE TRANSFER TAX
PAID \$ - 0 -

MAY 16 2019

Betsy Lynn Johnson
CLERK, SUPERIOR COURT, BEN HILL CO., GA.

MAY 06 2019

Betsy Lynn Johnson
CLERK, SUPERIOR COURT, BEN HILL CO., GA.

AFTER RECORDING, PLEASE RETURN TO:
JAY, SHERRELL, SMITH, BRADY & COOK, PC
P. O. BOX 308
FITZGERALD, GA 31750

WARRANTY DEED

GEORGIA,
Ben Hill COUNTY.

19-128G

THIS INDENTURE, MADE THIS 23 day of April, 2019, between VICTOR H. GARRETT & DEBORAH S. GARRETT, hereinafter referred to as "Grantors," and GARRETT TREE FARMS, LLC, a Georgia Limited Liability Company, hereinafter referred to as "Grantee,"

WITNESSETH: that Grantors, for and in consideration of the sum of Ten & No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Grantee, its successors and assigns, the following described property:

All that tract or parcel of land lying and being in Land Lots Number 118, 119, and 120 in the Fourth Land District of Ben Hill County, Georgia, and containing 837 acres, more or less, and being more particularly described as follows: Beginning at a point in said Land Lot Number 120 on the North margin of the right of way of Georgia Highway 182, which point is exactly 990.00 feet from the West original line of said Land Lot Number 120 when measured at a right angle thereto; thence from said point of beginning North along a line parallel with the original West lines of Land Lots Number 118, 119, and 120 to the South bank of the Ocmulgee River; thence in an Easterly direction along the South bank of said river to the East original line of Land Lot Number 118; thence South along the East lines of Land Lots Number 118, 119, and 120 to the North right of way line of said Georgia Highway Number 182; thence in a Westerly direction along the said North right of way line of said Georgia Highway 182 to the point of beginning; and being the same property conveyed by J. Wilmer Dorminy to W.C. Vickery by deed dated December 15, 1977, and recorded in the Ben Hill County Deed Records on December 19, 1977, in Deed Book 150, Pages 435-436 this description in further aid of the description. Also conveyed is all of Seller's right, title and interest, if any, in and to any of the above described land that lies in Land Lot Number 117 of the Fourth Land District that lies South and West of the Ocmulgee River.

BOOK 960 PAGE 237

Said property is conveyed subject to the items shown on Exhibit "A" attached to the warranty deed from Tolleson Land & Timber, LLC to Tax Advantaged Exchanges, Inc., by deed dated July 2, 2002, and recorded in Deed Book 506, Pages 326-328, in the Office of the Clerk of the Superior Court of Ben Hill County, Georgia.

This instrument is subject to 2019 ad valorem taxes and Grantee, by its acceptance of this deed, agrees to pay said taxes when due.

TO HAVE AND TO HOLD, the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining to the only proper use, benefit and behoof of Grantee, its successors and assigns, in fee simple.

This deed is expressly made subject to existing easements, covenants and restrictions of record.

Except as hereinabove provided, Grantor will warrant and forever defend the right and title of the above-described property unto Grantee against the claims of all persons whomsoever.

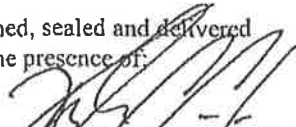
IN WITNESS WHEREOF, Grantors have hereunto set their hands and affixed his seals, the day and year first above written.

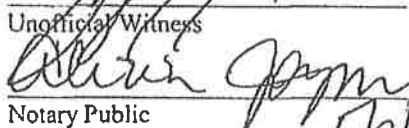
 [SEAL]
VICTOR H. GARRETT

 [SEAL]
DEBORAH S. GARRETT

Grantor

Signed, sealed and delivered
In the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 5/9/22

[NOTARY SEAL]

KCCDOCS\PROPERTY\DEED\GIFT\GARRETT\GARRETT.DOC



2

BOOK 960 PAGE 238

GROUND LEASE AGREEMENT

1. **Premises and Use.** Garrett Tree Farms, LLC, a Georgia limited liability company, having a mailing address 1468 River Rd., Fitzgerald, GA 31750 ("Owner") hereby grants and conveys a leasehold interest to Cable Link of Georgia, LLC, a Georgia limited liability company, having a mailing address 2221 Peachtree Rd. NE, STE D-477, Atlanta, GA 30309 ("LESSEE"), the site described below:

Land consisting of approximately 10,000 square feet, as well as easements and rights of way required for cable runs to connect its equipment and antennas in the location(s) shown on **Exhibit A**, attached hereto, including but not limited to an easement to install and maintain guy wires as may be required to stabilize the tower, together with non-exclusive easements for reasonable ingress, egress and access thereto to an open and improved public right of way, and for access to the appropriate source of electric and telephone facilities, in the discretion of LESSEE (the "Site"). The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications tower facility and communications service facilities, including, without limitation, cabinets, shelters, equipment buildings, antenna and base station equipment, cables, conduits, wiring, back-up power sources (including generators and above ground fuel storage tanks), an underground electrical grounding system, and related fixtures and appurtenant and related improvements (the "Facilities"). Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Lessee will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date that both Owner and LESSEE have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for nine (9) additional terms of five (5) years each (each a "Renewal Term"), unless Lessee provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the earlier of (a) the first (1st) day of the month following the date LESSEE commences installation of the Facilities at the Site or (b) December 31, 2020 ("Rent Commencement Date"), rent will be a one-time aggregate payment of [REDACTED], the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of [REDACTED] (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the first day of each Renewal Term by an amount equal to [REDACTED] of the rental rate in effect for the prior Term or Renewal Term, as the case may be. Notwithstanding anything contained in this Section, Lessee's obligation to pay rent is contingent upon Lessee receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. **Title and Quiet Possession.** Owner represents and warrants to LESSEE and further agrees that: (a) it is the owner of the property; (b) it has the right to enter into this Agreement; (c) the

person signing this Agreement has the authority to sign; (d) LESSEE is entitled to pedestrian and vehicular access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as LESSEE is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. **Assignment/Subletting.** LESSEE will have the right to sublease all or any portion of the Site, or assign, subject to the terms and conditions of this Agreement, its rights under this Agreement without notice to or consent of Owner.

6. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. 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. Notices shall be addressed to the parties as follows:

If to Lessee: Cable Link of Georgia, LLC
2221 Peachtree Rd. NE
STE D-477
Atlanta, GA 30309
Attn: Property Manager

If to Owner: Garrett Tree Farms, LLC
1468 River Road
Fitzgerald, GA 31750

7. **Improvements.** Lessee may, at its expense, make any and all improvements deemed necessary or advisable by Lessee on the Site time to time for the operation of the Facilities. Owner agrees to cooperate with LESSEE with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, LESSEE may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents and warrants to LESSEE that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. LESSEE will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** LESSEE will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when LESSEE desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date

Owner Initials: _____
LESSEE Initials: _____

that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site. Owner shall not do or permit anything on Owner's property that will interfere with or negate any approvals, permits, authorizations or certificates pertaining to the Facilities or the Site or cause them to be in nonconformance with applicable local, state or federal laws.

10. Utilities. Owner represents and warrants, to the best of their knowledge, to Lessee that all utilities adequate for Lessee's use of the Site are available at or near the Site. LESSEE will pay for any utility upgrades required to operate the Facilities and all utilities used by it at the Site. Owner will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, LESSEE may, at its expense, install and maintain a temporary generator and above ground fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A. In the event that any public utility is unable or unwilling to use the non-exclusive easements granted herein, Owner shall grant an alternate easement either to LESSEE or directly to the public utility at no cost and in a location acceptable to LESSEE and the public utility.

11. Termination. Notwithstanding any provision contained in this Agreement, LESSEE may, in LESSEE's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner. On or before the Termination Date, LESSEE shall, if no event of default has occurred and is subsisting, remove all above grade improvements including personal property and the antenna support structure which LESSEE has installed or otherwise located at the Site.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and LESSEE each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to LESSEE that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole

responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of LESSEE.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to LESSEE from the holder of any mortgage or deed of trust.

16. Property Taxes. LESSEE will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. In the event that a reassessment of real property taxes are grossly increased and are deemed to be directly attributable to the addition of the tower on the Site, Lessee will appeal, on behalf of the Owner, the increased taxes, to the best of Lessee's ability. Should Lessee not be successful in any such appeal, then Lessee will be responsible for all personal property taxes directly attributable to the Site. Owner shall provide Lessee with the annual tax assessment within ten (10) days of receipt of the tax bill. In the event that Owner fails to pay, when due, any taxes affecting the Site or the Easement, Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Owner's behalf from future installments of Rent.

17. Insurance. LESSEE will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after LESSEE's receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. LESSEE will be responsible for repairing and maintaining the Facilities and any other improvements installed by LESSEE at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse LESSEE for the reasonable costs incurred by LESSEE to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to LESSEE a recordable Memorandum of Agreement in the form of **Exhibit B**, attached hereto; (d) Owner agrees not to lease any of its property within a radius of three (3) miles from the Site for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which

competes directly or indirectly with Lessee (e) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Right of First Refusal. If Owner elects, during the Term (i) to sell or otherwise transfer all or any portion of the Site, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Site occupied by Tenant, with or without an

assignment of this Agreement to such third party, Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Owner, Owner may sell or grant the easement or interest in the Site or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of Owner's interest in the Site as a result of the death of Owner, whether by will or intestate succession, shall not be considered a sale of the Site for which Owner has any right of first refusal.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

22. Option for Perpetual Easement. This section has been intentionally deleted.

Remainder to this page intentionally left blank

OWNER:

Garrett Tree Farms, LLC

William Reeves
Unofficial Witness

By: Victor H. Garrett

Name: Victor H. Garrett

Title: Managing Member

Date: August 8, 2019

LESSEE:

CABLE LINK OF GEORGIA, LLC

Cheryl Bates
Unofficial Witness

By: Jay Sanders

Name: Jay Sanders

Title: Member

Date: 8/9/19

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

Owner Initials: _____
LESSEE Initials: _____

**EXHIBIT A
TO GROUND LEASE AGREEMENT**

Site Description
Page 1 of 5

Site consists of a 100 ft. x 100 ft. parcel located at 1468 River Rd. situated in the City of _____, County of Ben Hill, State of Georgia, together with thirty foot (30') wide ingress/egress and utilities easement(s) within the parent parcel commonly described as follows:

Insert Legal Description:

Parcel currently identified as Ben Hill County GA Parcel ID: 2144

LEASE AREA

**Cable Link, "Ben Hill", GA-1901
T-Mobile, "Hwy 319", 9AT3642B**

All that tract or parcel of land lying and being in Land Lot 120 of the 4th Land District, Ben Hill County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at the intersection of the Land Lot line common to Land Lots 115 and 120 with the northern right of way of River Road (aka SR 182);

Thence leaving said Land Lot line and running along said right of way, North 72°12'20" West, 31.12 feet to a point;

Thence, 609.97 feet along a curve to the right, having a radius of 10450.57 feet and being scribed by a chord bearing North 70°32'00" West, 609.88 feet to a point;

Thence, North 68°51'40" West, 415.50 feet to a point;

Thence leaving said right of way and running, 57.32 feet along a curve to the right, having a radius of 150.00 feet and being scribed by a chord bearing North 33°47'40" East, 56.98 feet to a point;

Thence, North 44°44'33" East, 47.24 feet to a point;

Thence, 105.91 feet along a curve to the left, having a radius of 250.00 feet and being scribed by a chord bearing North 32°36'22" East, 105.12 feet to a point;

Thence, 67.76 feet along a curve to the right having a radius of 50.00 feet and being scribed by a chord bearing North 59°17'32" East, 62.69 feet to a point;

Thence, South 81°53'07" East, 56.49 feet to a point;

Thence, North 08°06'53" East, 50.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 81°53'07" East, 100.00 feet to a point;

Thence, South 08°06'53" West, 100.00 feet to a point;

Thence, North 81°53'07" West, 100.00 feet to a point;

Thence, North 08°06'53" East, 100.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less.

Owner Initials: _____
LESSEE Initials: _____

Site Description
Page 2 of 5

30' INGRESS-EGRESS & UTILITY/FIBER EASEMENT**Cable Link, "Ben Hill", GA-1901****T-Mobile, "Hwy 319", 9AT3642B**

Together with a 30' Ingress-Egress & Utility/Fiber Easement lying and being in Land Lot 120 of the 4th Land District, Ben Hill County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at the intersection of the Land Lot line common to Land Lots 115 and 120 with the northern right of way of River Road (aka SR 182);

Thence leaving said Land Lot line and running along said right of way, North 72°12'20" West, 31.12 feet to a point;

Thence, 609.97 feet along a curve to the right, having a radius of 10450.57 feet and being scribed by a chord bearing North 70°32'00" West, 609.88 feet to a point;

Thence, North 68°51'40" West, 415.50 feet to a point and the true POINT OF BEGINNING;

Thence leaving said right of way and running, 57.32 feet along a curve to the right, having a radius of 150.00 feet and being scribed by a chord bearing North 33°47'40" East, 56.98 feet to a point;

Thence, North 44°44'33" East, 47.24 feet to a point;

Thence, 105.91 feet along a curve to the left, having a radius of 250.00 feet and being scribed by a chord bearing North 32°36'22" East, 105.12 feet to a point;

Thence, 67.76 feet along a curve to the right having a radius of 50.00 feet and being scribed by a chord bearing North 59°17'32" East, 62.69 feet to a point;

Thence, South 81°53'07" East, 56.49 feet to the ENDING at a point.

30' GUY WIRE EASEMENT #1**Cable Link, "Ben Hill", GA-1901****T-Mobile, "Hwy 319", 9AT3642B**

Together with a 30' Guy Wire Easement lying and being in Land Lot 120 of the 4th Land District, Ben Hill County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at the end of the previously described 30' Ingress-Egress & Utility/Fiber Easement;

Thence running, North 08°06'53" East, 50.00 feet to a point;

Thence, South 81°53'07" East, 36.60 feet to a point and the true POINT OF BEGINNING;

Thence running, North 08°53'07" West, 244.24 feet to the ENDING at a point.

Owner Initials: _____
LESSEE Initials: _____

Site Description

Page 3 of 5

30' GUY WIRE EASEMENT #2

Cable Link, "Ben Hill", GA-1901

T-Mobile, "Hwy 319", 9AT3642B

Together with a 30' Guy Wire Easement lying and being in Land Lot 120 of the 4th Land District, Ben Hill County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at the end of the previously described 30' Ingress-Egress & Utility/Fiber Easement;
Thence running, North 08°06'53" East, 50.00 feet to a point;
Thence, South 81°53'07" East, 100.00 feet to a point;
Thence, South 08°06'53" West, 63.40 feet to a point and the true POINT OF BEGINNING;

Thence running, South 66°53'07" East, 244.24 feet to the ENDING at a point.

30' GUY WIRE EASEMENT #3

Cable Link, "Ben Hill", GA-1901

T-Mobile, "Hwy 319", 9AT3642B

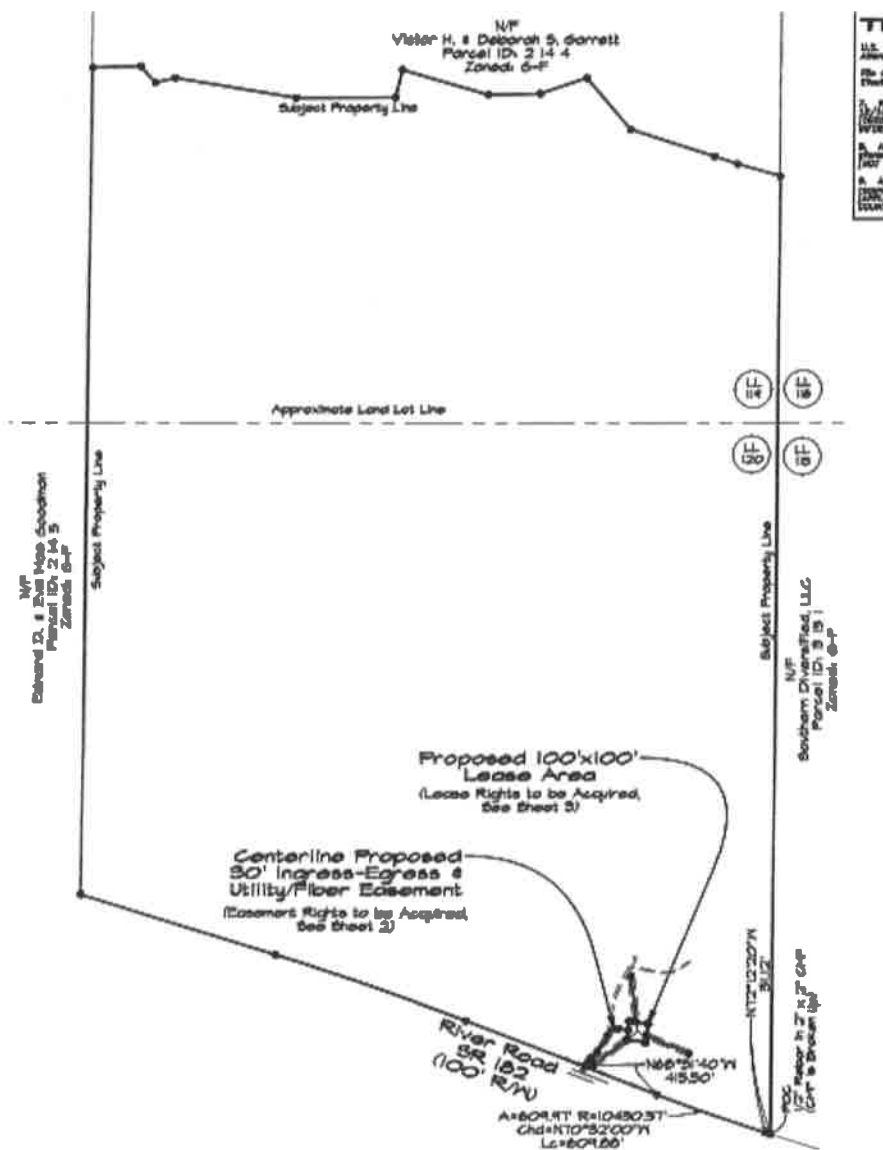
Together with a 30' Guy Wire Easement lying and being in Land Lot 120 of the 4th Land District, Ben Hill County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at the end of the previously described 30' Ingress-Egress & Utility/Fiber Easement;
Thence running, South 08°06'53" West, 50.00 feet to a point and the true POINT OF BEGINNING;

Thence running, South 53°06'53" West, 225.29 feet to the ENDING at a point.

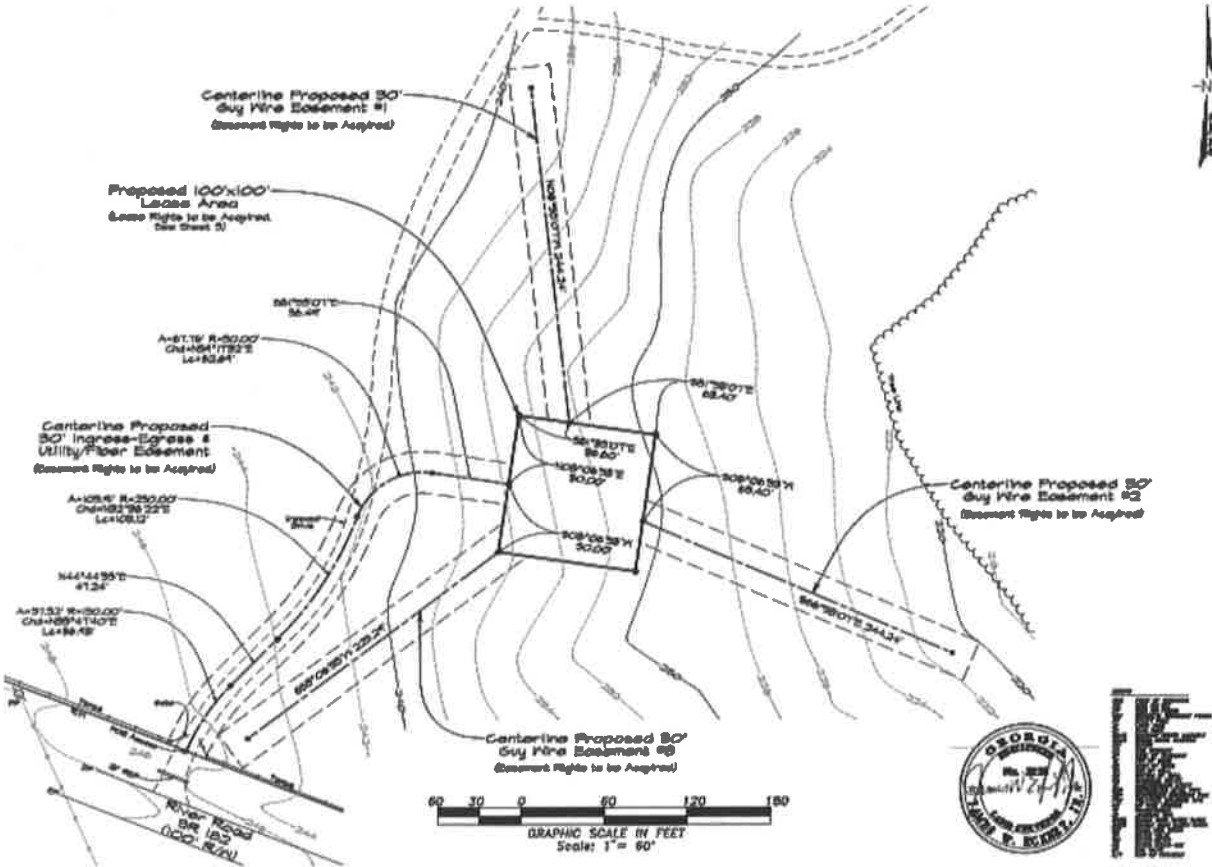
Owner Initials: _____
LESSEE Initials: _____

Site Description
Page 4 of 5



Owner Initials: _____
LESSEE Initials: _____

Site Description
Page 5 of 5



Owner Initials: _____
LESSEE Initials: _____

NOTICE OF PUBLIC HEARING
(Rezoning-Private Petition)

The Board of Commissioners of Ben Hill County, Georgia, will conduct a public hearing on the 4TH day of **FEBRUARY, 2020**, at **6:00 o'clock, PM** at the **JUDICIAL ANNEX**, Fitzgerald, GA 31750, to consider **SPECIAL EXCEPTION** Application No **SP04-19**, to allow a **CELL TOWER** on the property located at the following address: **1550 RIVER ROAD**, Fitzgerald, GA 31750.

The legal description of the property is as follows:

LL 118-119-4

The area of the property is **0.2296 (10,000 SQUARE FEET)** acres.

The owner(s) of the property are **CABLE LINK OF GEORGIA/GARRETT TREE FARM, LLC**.

The application seeks a **SPECIAL EXCEPTION** to allow a **CELL TOWER** in a **GENERAL FARMING (G-F)** zone district.

LAKISHA FLEMING, ZONING CLERK
BEN HILL COUNTY, GEORGIA

Publish twice, on **JANUARY 22, 2020**,
JANUARY 29, 2020.

MODEL AD
SPECIAL EXCEPTION

PUBLIC NOTICE

TO THE CITIZENS OF BEN HILL COUNTY, GEORGIA

Notice is hereby given that **CABLE LINK OF GEORGIA/GARRETT TREE FARM, LLC** has made an application to request a **SPECIAL EXCEPTION** for the Zoning Ordinance of Ben Hill County, GA:

Dated: December 31, 2001

The *Fitzgerald-Ben Hill County Planning Meeting* will be held **Monday, January 27, 2020 at 5:30 p.m.** at **FITZGERALD CITY HALL UPSTAIRS MEETING ROOM, 302 EAST CENTRAL AVENUE** and

The *Ben Hill County Commission Public Hearing* on **TUESDAY, FEBRUARY 4, 2020 at 6:00 p.m.** at the **Judicial Annex, 324 EAST PINE STREET.**

The application number is **SP04-19.**

The **SPECIAL EXCEPTION** to be considered is to **ALLOW** a **CELL TOWER** in a **GENERAL FARMING (G-F)** zone district.

Classification all or any part of below described property: **GENERAL FARMING (G-F)**

The property is more particularly described as follows:

A track of land containing **0.2296 (10,000 SQUARE FEET) acres** known as *land lot # 118-119* in the *Fourth Land District* of Ben Hill County Georgia.

Lakisha Fleming
Zoning Clerk

PUBLIC NOTICE

TO THE CITIZENS OF BEN HILL COUNTY, GEORGIA

Notice is hereby given that **CABLE LINK OF GEORGIA, LLC/GARRETT TREE FARM, LLC** has made an application for a **SPECIAL EXCEPTION** for the Zoning Ordinance of Ben Hill County, GA:

DATED: December 31, 2001

The ***BEN HILL COUNTY COMMISSION PUBLIC HEARING*** will be on **TUESDAY, JANUARY 27, 2020 at 6:00 p.m.** located at the **Judicial Annex**.

The application number is **SP 04-19**.

The ***SPECIAL EXCEPTION*** to be considered is to **ALLOW** a **CELL TOWER** in a **(G-F)** zoned district.

Classification all or any part of below described property: **GENERAL FARMING (G-F)**

The property is more particularly described as follows:

A track of land containing ***0.2296 acres (10,000 SQUARE FEET)*** known as ***land lot # 120*** in the ***Fourth Land District*** of Ben Hill County Georgia.

Lakisha Fleming
Zoning Clerk

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(1/15,22,29,2/5)

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(1/22,29)

NOTICE

BEN HILL COUNTY

JURT

LINDA LUCILLE

DECEASED

all interested parties

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ad Administrator of the

nda Lucille Adklisson,

I said County, The Pe-

also applied for waiver

or grant of certain pow-

contained in

1-12-261. All interested

ereby notified to show

said petition should not

all objections to the pe-

ie in writing setting forth

i of any objections, and

id with the court on or

bruary 10, 2020. All

jections must be

a notary public or be-

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be tendered with your

jections, unless you

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obate court personnel at

ring address/telephone

the required amount of

- If any objections are

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te. If no objections are

petition may be granted

hearing.

1. Stenbridge

Probate Judge

eridan Street

I, GA 31750

:0246

(1/15,22,29/2/5)

JURY PRESENTMENTS

bruary Term 2020

Hill Superior Court

onorable Robert W. Chas-

ef Judge of the Superior

he Cordele Judicial Circuit:

id Jury empaneled for the

arm 2020, Ben Hill Superior

is sworn in on January 13,

approximately 9:00 a.m.

nd Jury's organization con-

Mark H. Masse, Foreper-

ma Keen Waller, Clerk and

ohnson and Mike Ellis as

rand Jury wishes to thank

Robert W. Chastain for his

nd informative charge and

Attorney Bradford L. Rigby,

nd District Attorney Kevin

nd Assistant District Attorney

for their assistance.

Judge, Superior Courts

Cordele Judicial Circuit

Bradley L. Rigby,

District Attorney,

(9/25)

NOTICE OF PUBLIC SALE

GEORGIA,

BEN HILL COUNTY.

THIS IS AN ATTEMPT TO COL-
LECT A DEBT, AND ANY INFOR-
MATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

UNDER AND BY VIRTUE OF THE
power of sale contained in that cer-
tain security deed executed by Bar-
bara Jones, to The City of Fitzger-
ald, Georgia, dated February 7,

2008, and recorded February 11,
2008, in Deed Book 690, pages
301-304, Deed Records of Ben Hill

County, Georgia, and for the pur-
pose of paying the indebtedness
secured thereby, which is now due

and payable, together with the
costs of sale, the undersigned will
sell on the first Tuesday in Febru-

ary, 2020, at public outcry to the
highest bidder for cash before the
courthouse door in Ben Hill County,

Georgia, within the legal hours of
sale, the following described prop-
erty, to wit:

All of City Lots 6 & 7, in Square 11,
in Block 7, in the City of Fitzger-
ald, formerly Irwin, now Ben Hill County,

Georgia, as shown by the plat of
said city made by or for the Ameri-
can Tribune Soldiers Colony Com-
pany of file in the office of the Clerk

of the Superior Court of Irwin
County, Georgia.

The said property will be sold sub-
ject to (a) any and all taxes and
assessments levied or assessed prior

to the current year, (b) ad valorem
taxes for the current year, (c) all
liens, encumbrances, and other

matters of record, if any, that are
superior to or have priority over the
security deed being foreclosed, and

(d) final confirmation that at the
time of the sale being advertised
herein there was no automatic stay

in effect with respect to the above
described property due to the filing
of a petition for relief under any

chapter of the United States Bank-
ruptcy Code with respect to a per-
son having an interest in the above

described property.

Notice is hereby given that under
the provisions of O.C.G.A. §
9-13-172.1, The Secured Creditor

may under certain circumstances
rescind the sale being advertised
herein, within 30 days after the sale

but before the foreclosure deed or
deed under power has been deliv-
ered to the purchaser at such sale.

Unless the sale is rescinded as
hereinafore provided, a convey-
ance will be executed to the pur-
chaser at such sale as authorized

under the power of sale contained
in the Security Deed aforesaid.

The name of the creditor asserting
this claim against you is The City of
Fitzgerald, Georgia. The creditor's

address is, 302 E. Central Ave.,
Fitzgerald, GA 31750. The credi-
tor's telephone number is (229)

428-5060, Cam Jordan, is the
creditor's employee at such loca-
tion who has the authority to nego-
tiate, amend, and modify all of the

terms of the foregoing security
deed and the indebtedness secu-
red thereby, although he is not

obligated to negotiate, amend, or
modify the said security deed or the
indebtedness secured thereby.

This 2nd day of January, 2020,
The City of Fitzgerald, Georgia, as
Attorney in Fact for Barbara Jones

JAY, SHERRELL SMITH,
BRADY & COOK, P.C.
ATTORNEYS AT LAW

(1/8,15,22,29)

STATE OF GEORGIA COUNTY

OF Ben Hill

NOTICE OF SALE UNDER POWER

Pursuant to the power of sale con-
tained in the Security Deed exe-
cuted by FREDERICK F. FECH-
NER AND LINDA R. FECHNER to

MORTGAGE ELECTRONIC REGIS-
TRATION SYSTEMS, INC. AS
NOMINEE FOR FLAGSHIP FI-
NANCIAL GROUP, LLC, its suc-

cessors and assigns, in the original
principal amount of \$160,141.00
dated March 25, 2016 and re-

corded in Deed Book 891, Page
130, Ben Hill County records, said
Security Deed being last trans-

ferred to NEWREZ LLC D/B/A

ALD, GA 31750

To the best of the undersigned's
knowledge, the party or parties in
possession of said property is/are

FREDERICK F. FECHNER AND
LINDA R. FECHNER or tenant(s).

The debt secured by said Security
Deed has been and is hereby de-
clared due and payable because of,

among other possible events of de-
fault, failure to pay the indebted-
ness as provided for in the Note

and said Security Deed. The debt
remaining in default, this sale will
be made for the purpose of paying

the same and all expenses of sale,
including attorney's fees (notice of
intent to collect attorney's fees hav-

ing been given).

Said property will be sold subject
to the following: (1) any outstanding
ad valorem taxes (including taxes

which are a lien, whether or not yet
due and payable); (2) the right of
redemption of any taxing authority;

(3) any matters which might be dis-
closed by an accurate survey and
inspection of the property; and (4)

any assessments, liens, encum-
brances, zoning ordinances, restric-
tions, covenants, and matters of re-

cord superior to the Security Deed
first set out above.

Said sale will be conducted subject
to the following: (1) confirmation
that the sale is not prohibited under

the U.S. Bankruptcy Code; and (2)
final confirmation and audit of the
status of the loan with the holder of

the Security Deed.

The name, address, and telephone
number of the individual or entity
who has full authority to negotiate,

amend, and modify all terms of the
mortgage is as follows:
Shellpoint Mortgage Servicing 75

Beattle Place, Suite 300 Greenville
SC, 29601 866-825-2174

Note that pursuant to O.C.G.A. §
44-14-162.2, the above individual
or entity is not required by law to

negotiate, amend, or modify the
terms of the mortgage.

THIS LAW FIRM IS ACTING AS A
DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY IN-

FORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE.

NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING, as At-
torney-in-Fact for

FREDERICK F. FECHNER AND
LINDA R. FECHNER

RAS Crane LLC 10700 Abbott's
Bridge Road Suite 170 Duluth, GA

30097 Phone: 470.321.7112

Firm File No. 19-376160 - AmE
(1/8,15,22,29)

NOTICE OF FORECLOSURE

SALE UNDER POWER

BEN HILL COUNTY, GEORGIA

Under and by virtue of the Power

of Sale contained in a Security

Deed given by Victor Avila to

United States Of America, acting

through the Rural Housing Ser-

vice, United States Department of

Agriculture, dated July 21, 2011,

and recorded in Deed Book 780,

Page 298, Ben Hill County, Georgia

Records, conveying the after-

described property to secure a Note

in the original principal amount of

Ninety-Nine Thousand and 0/100

dollars (\$99,000.00), with interest

thereon as set forth therein, there

will be sold at public outcry to the

highest bidder for cash before the

courthouse door of Ben Hill County,

Georgia, within the legal hours of

sale on February 4, 2020, the fol-

lowing described property:

All that tract or parcel of land sit-

uate, lying and being located in Land

Lot 122, in the 3rd Land District of

Ben Hill County, Georgia, being

designated as Lot 16 of Seanoor

Acres Addition No. 1 Subdivision

containing 0.52 acre, more or less,

according to that certain plat pre-

pared by James D. Weeks, RLS,

dated June 12, 2011, recorded in

the Office of the Clerk of Superior

Court of Ben Hill County, Georgia

in Plat Slide 695-E1, and being

more particularly described as be-

ginning at the East right-of-way of

Van Daman Court and North

right-of-way of Preston Drive;

thence North 01 degrees 00 min-

utes 00 seconds West 130.00 feet

to a point and the POINT OF BE-

GINNING; thence North 01 degrees

00 minutes 00 seconds West

130.00 feet to a point; thence North

01 degrees 00 minutes 00 seconds
East 164.00 feet to a point; thence

South 01 degrees 00 minutes 00
seconds West 130.00 feet to a point

and the point of beginning; thence

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South 01 degrees 00 minutes 00
seconds East 164.00 feet to a point

and the point of beginning; thence

South 01 degrees 00 minutes 00
seconds East 164.00 feet to a point

be taken against you for the same as demanded in the complaint.
Witness the Honorable Denise D. Fachini, Judge of said Court.
This the 22nd day of January, 2020.
Belly Lynn Johnson
Clerk of Superior Court
County of Ben Hill
(1/29,2/5,12,19)

PUBLIC NOTICE

Notice of Lien sale at public auction to highest bidder at Ark Self Storage, 201 Perry House Rd., Fitzgerald, Ga. 31750, 29-423-6136, Tuesday, February 6, 2020, at 2 p.m., in front of each unit. All sales are cash. We reserve the right to reject any and all bids and withdraw any units from sale, specific contents of units are unknown and will be available at time of sale.

Unit A01 - Kenyota Paulk
(Household goods, miscellaneous and unknown items)
Unit A57 - Karen Knuth
(Household goods, miscellaneous and unknown items)
(1/29,2/5)

NOTICE

NOTICE of lien sale at public auction to the Highest Bidder at REESE MINI-STORAGE, 226 Browns Mill Highway, Fitzgerald, GA, 31750, (229) 423-4487, on Tuesday, February 4, 2020 at 9 a.m. in front of each unit. All sales are CASH ONLY. We reserve the right to reject any and all bids and withdraw any units from sale. Contents of units are unknown and will be available for inspection at the time of sale.

1 - Taren Calloway
2 - Terry Vinton
3 - Sheila Hodges
4 - Rochelle Ajah
5 - Rochelle Ajah
6 - Latoya Jackson
7 - Kandil Sandifer
8 - Brian Byrd
9 - Glenon Graham
10 - Glenon Graham
(1/22,29)

NOTICE

GEORGIA, BEN HILL COUNTY PROBATE COURT
ESTATE OF LINDA LUCILLE ADKISSON, DECEASED

To: Any and all interested parties and all the singular heirs
Grady D. Adkisson has petitioned to be appointed Administrator of the estate of Linda Lucille Adkisson, deceased, of said County. The Petitioner has also applied for waiver of bond and or grant of certain powers contained In O.C.G.A. §53-12-261. All interested parties are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing setting forth the grounds of any objections, and must be filed with the court on or before February 10, 2020. All pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Melinda M. Stenbridge
Associate Probate Judge
111 S. Sheridan Street
Fitzgerald, GA 31750
(229) 922-0246
(1/15,22,29/2/5)

NOTICE OF PUBLIC SALE

GEORGIA, BEN HILL COUNTY.
THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE

can include sources County company of file in the office of the Clerk of the Superior Court of Irwin County, Georgia.
The said property will be sold subject to (a) any and all taxes and assessments levied or assessed prior to the current year, (b) ad valorem taxes for the current year, (c) all liens, encumbrances, and other matters of record, if any, that are superior to or have priority over the security deed being foreclosed, and (d) final confirmation that at the time of the sale being advertised herein there was no automatic stay in effect with respect to the above described property due to the filing of a petition for relief under any chapter of the United States Bankruptcy Code with respect to a person having an interest in the above described property.
Notice is hereby given that under the provisions of O.C.G.A. § 9-13-172.1, the Secured Creditor may under certain circumstances rescind the sale being advertised herein, within 30 days after the sale but before the foreclosure deed or deed under power has been delivered to the purchaser at such sale. Unless the sale is rescinded as hereinabove provided, a conveyance will be executed to the purchaser at such sale as authorized under the power of sale contained in the Security Deed aforesaid.
The name of the creditor asserting this claim against you is The City of Fitzgerald, Georgia. The creditor's address is, 302 E. Central Ave., Fitzgerald, GA 31750. The creditor's telephone number is (229) 426-5060. Cam Jordan, is the creditor's employee at such location who has the authority to negotiate, amend, and modify all of the terms of the foregoing security deed and the indebtedness secured thereby, although he is not obligated to negotiate, amend, or modify the said security deed or the indebtedness secured thereby.
This 2nd day of January, 2020, The City of Fitzgerald, Georgia, as Attorney In Fact for Barbara Jones JAY, SHERRELL, SMITH, BRADY & COOK, P.C., ATTORNEYS AT LAW
(1/8,15,22,29)

STATE OF GEORGIA COUNTY OF Ben Hill

NOTICE OF SALE UNDER POWER

Pursuant to the power of sale contained in the Security Deed executed by FREDERICK F. FECHNER and LINDA R. FECHNER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FLAGSHIP FINANCIAL GROUP, LLC, its successors and assigns, in the original principal amount of \$160,141.00 dated March 25, 2016 and recorded in Deed Book 691, Page 130, Ben Hill County records, said Security Deed being last transferred to NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING In Deed Book 966, Page 344, Ben Hill County records, the undersigned will sell at public outcry to the highest bidder for cash, before the Courthouse door in said County, or at such other place as lawfully designated, within the legal hours of sale, on February 04, 2020, the property in said Security Deed and described as follows:
ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN ORIGINAL LOT OF LAND NO. 92 IN THE THIRD LAND DISTRICT, BEN HILL COUNTY, CITY OF FITZGERALD, GEORGIA, AND BEING ALL OF LOT NUMBER 14 OF SOUTHERN ESTATES AS SHOWN ON A PLAT PREPARED BY ASH SURVEYING & CONSTRUCTION, SAID PLAT BEING RECORDED IN PLAT SLIDE 604, BEN HILL COUNTY, GEORGIA, RECORDS, BEING INCORPORATED HEREIN BY REFERENCE.
Said property being known as: 122 BAY MEADOWS CIR, FITZGERALD, GA 31750
To the best of the undersigned's knowledge, the party or parties in possession of said property is/are FREDERICK F. FECHNER AND LINDA R. FECHNER or tenant(s).
The debt secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as provided for in the Note and said Security Deed. The debt

The name, address, and telephone number of the individual or entity who has full authority to negotiate, amend, and modify all terms of the mortgage is as follows:
Shellpoint Mortgage Servicing 75 Beattie Place, Suite 300 Greenville, SC, 29601 866-825-2174
Note that pursuant to O.C.G.A. § 44-14-162.2, the above individual or entity is not required by law to negotiate, amend, or modify the terms of the mortgage.
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.
NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, as Attorney-In-Fact for FREDERICK F. FECHNER AND LINDA R. FECHNER
RAS Crane LLC 10700 Abbott's Bridge Road Suite 170 Duluth, GA 30097 Phone: 470.321.7112
Firm File No. 19-376160 - AmE
(1/1,8,15,22,29)

NOTICE OF FORECLOSURE SALE UNDER POWER

BEN HILL COUNTY, GEORGIA
Under and by virtue of the Power of Sale contained in a Security Deed given by Victor Avila to United States Of America, acting through the Rural Housing Service, United States Department of Agriculture, dated July 21, 2011, and recorded in Deed Book 780, Page 298, Ben Hill County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Ninety-Nine Thousand and 0/100 dollars (\$99,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Ben Hill County, Georgia, within the legal hours of sale on February 4, 2020, the following described property:
All that tract or parcel of land situate, lying and being located in Land Lot 122, in the 3rd Land District of Ben Hill County, Georgia, being designated as Lot 16 of Seanoor Acres Addition No. 1 Subdivision containing 0.52 acre, more or less, according to that certain plat prepared by James D. Weeks, RLS, dated June 12, 2011, recorded in the Office of the Clerk of Superior Court of Ben Hill County, Georgia in Plat Slide 695-E1, and being more particularly described as beginning at the East right-of-way of Van Daman Court and North right-of-way of Preston Drive; thence North 01 degrees 00 minutes 00 seconds West 130.00 feet to a point; thence North 89 degrees 00 minutes 00 seconds East 164.00 feet to a point; thence South 01 degrees 00 minutes 00 seconds East 120.00 feet to a point; thence South 89 degrees 00 minutes 00 seconds West 174.00 feet to a point and the point of beginning.
Property Address: 170 Van Daman Court Fitzgerald, Ga. 31750
Map & Parcel #11 2 12 16
The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).
The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: USDA, Rural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Washington, District of Columbia 20250, to discuss possible alternatives to avoid foreclosure.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any as-

404-789-2661
B&S file no.: 19-16911
(1/8,15,22,29)

NOTICE OF FORECLOSURE SALE UNDER POWER

BEN HILL COUNTY, GEORGIA
Under and by virtue of the Power of Sale contained in a Security Deed given by Kavla Buford to United States Of America, Acting Through The Rural Housing Service, United States Department of Agriculture, dated July 19, 2011, and recorded in Deed Book 780, Page 72, Ben Hill County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Eighty-Four Thousand and 0/100 dollars (\$84,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Ben Hill County, Georgia, within the legal hours of sale on February 4, 2020, the following described property:
All that tract or parcel of land situate, lying and being in Original Land Lot 299 in the 4th Land District of Ben Hill County, Georgia, being Lot 30 of Sunny Acres Subdivision, containing 0.35 acre, more or less, according to that certain plat of survey entitled "Survey for Kayla Buford" prepared by James D. Weeks, RLS, dated June 11, 2011, and recorded in the Office of the Clerk of Superior Court of Ben Hill County, Georgia, in Plat Slide 695-D1, and being further described as follows: Begin where the western right-of-way of U. S. Hwy 129 intersects the southern right-of-way of Lee Ann Road; thence South 88 degrees 38 minutes 06 seconds west 344.87 feet to a point; thence South 01 degree 29 minutes 29 seconds East 122.58 feet to a point and the POINT OF BEGINNING; thence South 01 degree 29 minutes 29 seconds East 120.00 feet to a point; thence South 88 degrees 38 minutes 06 seconds West 128.65

cluding attorney's fees (notice of intent to collect attorney's fees having been given).

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: USDA, Rural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Washington, District of Columbia 20250, to discuss possible alternatives to avoid foreclosure.
Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
To the best knowledge and belief of the undersigned, the party in possession of the property is Kayla Buford or tenant(s); and said property is more commonly known as 122 Lee Ann Rd, Fitzgerald, GA 31750.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirmation and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by foreclosure.
Rural Housing Service, U.S. Department of Agriculture as Attorney In Fact for Kavla Buford.
Brook & Scott, PLLC
4360 Chambliss Dunwoody Road Suite 310
Atlanta, GA 30341
404-789-2661
B&S file no.: 19-16916
(1/8,15,22,29)

(Continued next page)

To Subscribe Call
423-9331

NOTICE OF PUBLIC HEARING

Ben Hill County has applied to the United States Department of Agriculture Rural Development for a Community Facilities Loan and Grant. A requirement of funding is that a public hearing be held for any interested county residents to ask questions concerning this project.

The loan/grant application is for the following:

1. Computers and printers for the county.

The meeting will be held on Monday, February 10 at 8:00 a.m. in the Commission Meeting Room of the Ben Hill County Courtroom Annex located at 324 East Pine Street, Fitzgerald, Georgia.

Ben Hill County is an Equal Opportunity Employer.

January
29, 2020
5B

STATE OF GEORGIA
COUNTY OF BEN HILL

LOGISTIC AND ACCURACY TESTING PUBLIC NOTICE

Notice is hereby given that the logic and accuracy testing and preparation of voting equipment for the Presidential Preference Primary Election for voting and polling places to be used in the 24th, March 2020, Presidential Preference Primary will begin at 8:00 am on Tuesday, 4th, February 2020. Testing will continue until completed and is open to the public. Said testing and preparation will be conducted at the BEN HILL County Board of Elections office, 602 S. Grant St., Fitzgerald, GA 31750.

BEN HILL County Board of Elections

NOTICE OF PUBLIC HEARING (Rezoning-Private Petition)

The Board of Commissioners of Ben Hill County, Georgia, will conduct a public hearing on the 4th day of FEBRUARY, 2020, at 6:00 o'clock P.M. at the JUDICIAL ANNEX, Fitzgerald, GA 31750, to consider SPECIAL EXCEPTION Application No. SP04-19, to allow a CELL TOWER on the property located at the following address: 1550 RIVER ROAD, Fitzgerald, GA 31750.

The legal description of the property is as follows:

LL 118-119-4

The area of the property is 0.2296 (10,000 SQUARE FEET) acres.

The owner(s) of the property are CABLE LINK OF GEORGIA/GARRETT TREE FARM, LLC.

The application seeks a SPECIAL EXCEPTION to allow a CELL TOWER in a GENERAL FARMING (G-F) zone district.

Lakisha Fleming, Zoning Clerk
Ben Hill County, Georgia

NOTICE OF PUBLIC HEARING (Rezoning-Private Petition)

The Board of Commissioners of Ben Hill County, Georgia, will conduct a public hearing on the 4th day of FEBRUARY, 2020, at 6:00 o'clock P.M. at the JUDICIAL ANNEX, Fitzgerald, GA 31750, to consider REZONING APPLICATION #02-19, regarding the rezoning of the property located at the following address: 758 OCILLA HIGHWAY, Fitzgerald, GA 31750.

The legal description of the property is as follows:

LL 1 1/2-305-4

The area of the property is 1.50 acres.

The owner(s) of the property are YOUNG TRACTOR COMPANY (DANIEL GLENN).

The application seeks to change the zoning from its present classification G-F to the proposed classification of C-C.

Lakisha Fleming, Zoning Clerk
Ben Hill County, Georgia