

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

The Fitzgerald-Ben Hill County Planning Commission held a called meeting on June 1, 2020, 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, Chris Calhoun & Rev. George Vereen. Also, in attendance were Emily Ray (Secretary), Lawton Lovett (County), Virginia Hall (Attorney), Kyle Cook (Attorney), John Hayes of 444 Bowens Mill Hwy. and Karen O'Brian from Verizon via phone.

The minutes of the previous meetings of the Commission on January 27, 2020 were reviewed, and on motion by Trey Luckie, seconded by Chris Calhoun, were approved as written.

The Commission considered a Special Exception petition being proposed by the owner, Gary & Elizabeth Fowler, regarding the property at 556 Astor Road., to have Verizon erect a cell tower on said property zoned G-F County. On motion by Trey Luckie, seconded by Louis Harper, all 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.

The Commission considered a rezoning petition being proposed by the owner, Dorothy & John Hayes, regarding the property at 444 Bowens Mill Hwy., to rezone 1.17 acres of said property from G-F County to W-L-I County for welding shop. On motion by Trey Luckie, seconded by Chris Calhoun all 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 next gave consideration to a Deannexation & Rezoning petition being proposed by the owner, PeachWay Holdings, regarding the property at Village of Ben Hill Apartments, 224 Dewey McGlamery Road, to rezone 4.37 acres of said property referred to as Pecan Orchard from M-R city to M-R county. Motion to deny was made by Trey Luckie, seconded by George Vereen, all present were in favor of denial. The Commission voted to not recommend to the Mayor and Council of the City of Fitzgerald that the property be deannexed & rezoned as requested.

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

Respectfully submitted,

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Emily S. Ray, Secretary

## To the Citizens of Ben Hill County

The Ben Hill County board of Elections & Registration office will conduct early processing of absentee ballots. The Days will be Wednesday June 3rd thru Friday June 5th, 2020 and Monday June 8, 2020. The process will start at 10 am and continue each day until the close of business on that day. This process will take place at the Ben Hill County Board of Elections & Registration office located at 602. S Grant St Fitzgerald, GA 31750

### **NOTICE OF CANCELLATION**

The Public Hearing **scheduled for TUESDAY, JUNE 02, 2020, at 6:00 p.m. in the Commissioners Meeting Room located at 324 East Pine Street, Fitzgerald, GA.** for the Special Exception of a cell tower and Rezoning Application for John Hayes **has been cancelled and rescheduled for TUESDAY, JULY 7, 2020 at 6:00 p.m.**

**The Ben Hill County Board of Assessors mailed notice of assessments May 13, 2020. The last day for appeals will be June 27, 2020. If you have questions concerning the notices, please call our new number (229) 922-0239 or visit our office at 113 S. Sheridan Street.**

# Carl 'Jeremy' Cox



School Board District 5  
on June 9, 2020

## Person Voting Protocol

**Voting Now-June 5 and Election Day June 9**  
ore than 10 voters at a time in the building. We  
ave someone outside to direct you.  
l distancing of 6 feet or more always. Even in line  
le. (6-ft. markers will be provided to stand inside  
ilding).  
t touch equipment with your bare hands. No  
s. (machines will not work with them). Voters will  
ovided a sterilized stylus  
have a mask, wear it.  
t go behind protective glass (it is for your safety  
all as the worker)  
you have finished voting you must exit the  
ing. Do not wait for anyone. Return to your  
le.  
are assisting someone, please let the worker  
de know.  
t enter the building without being instructed.  
t gather outside once you have voted. Please  
n to your vehicle.  
ID ready outside.  
se remember to allow time, as lines are expected.



## The Grand Theatre Is Closed Temporarily

The Grand Theatre staff is dedicated not only  
providing quality programs, movies and events  
but also to the safety and well-being  
of the community and visitors.  
ffice continues to monitor the current situation in  
gards to COVID-19. In accordance with recent  
lines from the Centers for Disease Control (CDC),  
rand Theatre is not hosting any public gatherings  
or private events at this time.

119 S. Main St. 426-5090  
www.fitzgeraldga.org

**Thank You Fitzgerald  
and Ben Hill County**

**SALES AND SERVICE**

**FIRE SAFETY, INC.**

**FIRE EXTINGUISHERS**

**1-800-626-2678**

Dog, 700-Block N. Highway  
Drive, May 18, 11:50 a.m.  
Wallet, 800-block N. Hooker  
Street, May 21, 5:01 p.m.

## Other Reports

Disturbance, 300-block W.  
Lemon Street, May 20, 6:30  
a.m.  
Damage to property, 100-  
block Oclilla Highway, May 21,  
10:06 a.m.  
Disturbance, 100-block  
Bowens Mill Highway, May 21,  
10:22 p.m.  
Damage to property, 100-  
block Luke Court, May 21,  
5:46 p.m.  
Damage to property, Pierce  
Circle, May 21, 6:28 p.m.  
Harassing phone calls, 100-  
block Turner Avenue, May 21,  
3:53 p.m.

## Sheriff's Reports

## Arrests

Jaquavious Rashad  
Thompson, 26, 710 W.

Tiffany Williams, 35, of 135  
Blue Ridge Rd., parties to a  
crime (aggravated assault,  
four counts) and cruelty to  
children (three counts).

## Other Reports

Dog complaint, 100-block  
Brookhill Dr., May 19, 4:18  
p.m.

## Accidents

Primrose Road, May 19,  
8:32 a.m., one vehicle.  
Sturgeon Creek Church  
Road, May 16, 7 a.m., one  
vehicle, one injury.

## Fitzgerald FD

## Fire Reports

Smoke, no fire, 100-block  
Perry House Road, May 19,  
3:28 p.m.  
Vehicle fire, no address  
given, May 21, 8:20 p.m.

## Music students perform for NFMT on May 23

Students studying with  
Donna Biggers who per-  
formed in the National  
Federation of Music Teachers  
in Tifton on May 23 were: Alec  
Denison, Naya Guillen,  
Andrae Hawes, Atziri Juarez,  
Nate Phillips, Mario Sanchez,  
Kellen Wynn and Zoe Yngayo,  
piano, and Lynnice Graham,  
Josh Meeler, and Addy Grace  
Petrie, hymn playing.  
Performing piano duets

were Naya Guillen and Nate  
Phillips and Kellen Wynn and  
Andrae Hawes.

Candace Crabtree, Paula  
Cleghorn and Lorne Crabtree  
performed in vocal musical  
theatre.

Completing theory tests  
were Alec Denison, Lynnice  
Graham, Naya Guillen,  
Andrae Hawes, Atziri Juarez,  
Josh Meeler, Nate Phillips,  
Mario Sanchez and Zoe  
Yngayo.

Alec Denison also played  
the euphonium.

The students' spring recital  
will be a virtual one.

## 5 area students named to GC honors lists

Yulisa Serrano, Ellie  
O'Quinn and Kassandra  
Dierker, all of Fitzgerald, and  
Haley Howell of Rochelle have  
all been named to the spring  
semester president's list at  
Georgia College.

Allie Brown of Pitts has  
been named to the college's  
spring semester dean's list.



ALEC DENISON

## Alec receives scholarships

Alec Denison was the  
recipient of the Tifton Music  
Club scholarship and the  
Hollingsworth Music  
Scholarship for his piano  
solos played at the May 23  
festival held in Tifton.

Alec is the son of Michelle  
Moultrie Denison and Rae  
Denison and will be a senior  
at Fitzgerald High School this  
fall. Alec is also active in  
Scouting, band and cross  
country.

**DRUGS**

**Pharmacist Lucas Brown**

502 South Grant 423-9801

## NOTICE TO THE PUBLIC:

Due to the Georgia Statewide  
Election Primary being held on  
Tuesday, June 9, 2020, the Ben Hill County  
Board of Education Regular Monthly Meeting  
which was set on Tuesday, June 9, 2020 will  
be canceled and rescheduled for  
Monday, June 8, 2020 at 6:00 p.m.  
at the PreSchool Professional Learning Room.  
The Board will also recognize all retirees for  
the 2019-2020 school year at a retirement  
reception at 5:00 p.m. prior to the meeting.

**NOTICE:** Due to COVID-19, social distancing  
regulations will be adhered to.  
The public is invited to attend.  
The meeting will be live-streamed.

## NOTICE OF CANCELLATION

To the Citizens of Ben Hill County

The Public Hearing scheduled for  
TUESDAY, JUNE 02, 2020, at 6:00 p.m.  
in the Commissioner's Meeting Room  
located at 324 East Pine Street,  
Fitzgerald, GA. for the Special Exception  
of a cell tower and Rezoning Application  
for John Hayes has been canceled and  
rescheduled for TUESDAY, JULY 7, 2020  
at 6:00 p.m.

A Weekly Meeting of  
**Narcotics Anonymous**  
will be held at  
**Central United Methodist Church**  
201 W. Central Avenue, Fitzgerald, GA 31750  
in the Brown Activity Annex  
**Every Saturday 6:00-7:30 p.m.**  
All recovering and suffering addicts are welcome.

## Do You Need Physical Therapy Services?



**Request Steve, Jennifer or Trent**

We provide the treatment you need,  
and the care you deserve.



305 Benjamin Hill Dr. SW, Fitzgerald, GA  
Have a question? Call 229-423-8403

The Herald header 6-A May 27, 2020





## Grand Theatre Is Closed Temporarily

Grand Theatre staff is dedicated not only to providing quality programs, movies and events but also to the safety and well-being of the community and visitors. We continue to monitor the current situation in relation to COVID-19. In accordance with recent guidance from the Centers for Disease Control (CDC), Grand Theatre is not hosting any public gatherings or private events at this time.

101 S. Main St. 426-5090  
www.fitzgeraldga.org

## A Weekly Meeting of Narcotics Anonymous

will be held at  
Central United Methodist Church  
Central Avenue, Fitzgerald, GA 31750  
in the Brown Activity Annex  
every Saturday 6:00-7:30 p.m.  
Singing and suffering addicts are welcome.

## Looking Back

with  
**COLONY**  
BANK

FDIC

www.colonybank.com

423-5446  
302 S. Main St.



## the city's corner her...

When Fitzgerald High School reunions were held at night? Someone recognizes this and the student and vocalists. If you can see in this picture, email butlerherald@gmail.com or call 423-9331. Billy Collier, tarris, Khaseona Shavers and Sally German Jones all contacted us about last year. The children are (from left) Khaseona Shavers (left) and LaFavia Ford. Pictured Ola Mae Sanders, who was Sally's mother and Billy's aunt. LaFavia is Gwendolyn's believes the photo was taken in the late 1980s or early 1990s.

retirement expenses for next year. Rachels noted a 2% increase in salary expenses due to increases in salary scales and certificate upgrades.

**SUPERINTENDENT** Dr. Shawn Haralson noted that it is his 100% goal not to have furlough days next year. By maximizing the district's Full Time Equivalent (FTE) student count, the mid-year allotment from the state could go up.

Dr. Haralson added that work continues to disinfect and sanitize all facilities with the eye on school opening on time at the end of July. Plans are ongoing to have online classes if needed. Gov. Brian Kemp will make the ultimate call on school reopening. Plans are being made, in light of no vaccine at this time, to conduct school in a manner that is safe for all students and staff.

Rachels informed the board that sales tax revenue has remained high through March, but it remains a concern as the revenue will be needed to service the bond indebtedness on the new school going forward.

throughout the season.

One or two cherry tomato plants will easily supply a family of four for the entire growing season. If planting more than that, make plans to give some away.

Banana peppers fall in this same category. Sweet peppers, such as bell peppers, will trickle out a few peppers each week, so three to five plants should be about right for a family of four.

When it comes to growing larger tomatoes, consider what you plan to do with them. If you would like to have a few each week for sandwiches and hamburgers, plant a few indeterminate varieties like 'Better Boy', 'Beefsteak' or 'Big Beef'.

If you would like to try your hand at homemade spaghetti sauce or salsa, consider planting a few determinate varieties. Determinate varieties will put out a larger portion of the crop over a short period of time. This is an advantage that allows you to harvest quickly, enabling you to do your canning in a shorter period of time. Examples of determinate types include 'Rutgers', 'Celebrity' or any of the Roma paste types.

Consider staggering green bean plantings two weeks apart for three or four weeks. This will allow for fresh harvest for the entire planting season. A few 10- to 15-foot rows should keep you in supply for most of the summer. Bush beans are a little easier to plant than pole beans, as they do not need any type of structural support.

Both yellow squash and zucchini are fast-developing plants that will continue to produce as long as they stay healthy. I also like to stagger these plantings every few weeks to keep a young crop coming. Three to four hills of squash at each planting should be about right to sustain your evening meals.

Corn should be planted in rows, as it is more conducive to this wind-pollinated plant. How much you actually plant depends on your goal and how much space you have. Just as the other vegetables, you can stagger plantings every few weeks to provide fresh corn throughout the growing season. You may also decide to plant one larger block with the intention of creaming the corn and storing it in the freezer. For a family of four to six people, plant a minimum of four rows approximately 25 feet long.

Unlike me, okra loves hot, muggy, humid weather. It is slow to germinate and grows when soil temperatures are cool. It seems like it takes okra a while to produce, but when it does finally start, be ready. Okra needs harvesting at least every other day to keep up with production. One 25-foot row should keep the average family supplied with okra for the entire season.

The final vegetable I will mention for the summer garden is cucumbers. A fresh cucumber out of the garden is superior to any you will buy from the store. Cucumbers can take up a lot of space, as they are sprawling vines. I prefer to grow my cucumbers vertically up a fence, which makes them easier to maintain and harvest. Three or four hills of cucumbers will be enough to keep you guessing what you should do with them.

There are many other summer vegetables that you might

## independent pharmacy

# COLONY DISCOUNT DRUGS

Pharmacist Lucas Brown

502 South Grant

423-9801

## PUBLIC NOTICE

The Ben Hill County  
Board of Assessors  
mailed notice of assessments  
May 13, 2020.

The last day for appeals will be  
June 27, 2020. If you have questions  
concerning the notices, please call our  
new number (229)922-0239 or visit our  
office at 113 S. Sheridan Street.

## NOTICE OF PUBLIC HEARING (Rezoning-Private Petition)

The Board of Commissioners of Ben Hill County, Georgia, will conduct a public hearing on the 2nd day of JUNE, 2020, at 6:00 o'clock P.M. at the JUDICIAL ANNEX, FITZGERALD, GA 31750, to consider REZONING APPLICATION NO. 01-20, regarding the rezoning of the property located at the following address:  
444 BOWENS MILL HWY, FITZGERALD, GA 31750.

The legal description of the property is as follows:

PT TR 2081 LL 298-4

The area of the property is 1.17 acres.

The owner(s) of the property is JOHN E. HAYES.

The application seeks to change the zoning from its present classification GENERAL FARMING (G-F) to the proposed classification of WHOLESALE LIGHT INDUSTRIAL (W-L-I).

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 2nd day of JUNE, 2020, at 6:00 o'clock P.M. at the JUDICIAL ANNEX, FITZGERALD, GA 31750, to consider SPECIAL EXCEPTION APPLICATION NO. SP01-20, to allow a CELL TOWER on the property located at the following address:  
556 ASTOR RD., FITZGERALD, GA 31750.

The legal description of the property is as follows:

LEGAL 2008

The area of the property is 201.8 acres.

The owner(s) of the property are GARY FOWLER/  
VERIZON WIRELESS OF THE EAST D/B/A  
VERIZON WIRELESS/TECHSCAPE WIRELESS.

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 **07<sup>TH</sup>** day of **JULY, 2020**, at **6:00 o'clock, PM** at the **JUDICIAL ANNEX, FITZGERALD, GA 31750**, to consider **Special Exception** Application No **SP01-20**, to allow a **CELL TOWER** on the property located at the following address: **556 ASTOR RD, FITZGERALD, GA 31750**.

The legal description of the property is as follows:

**LEGAL 2008**

The area of the property is **201.8** acres.

The owner(s) of the property is/are **GARY FOWLER/VERIZON WIRELESS OF THE EAST D/B/A VERIZON WIRELESS/TECHSCAPE WIRELESS**.

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 once, on **JUNE 17, 2020**.

**PUBLIC NOTICE**

*TO THE CITIZENS OF BEN HILL COUNTY, GEORGIA*

Notice is hereby given that **VERIZON WIRELESS OF THE EAST LP D/B/A VERIZON WIRELESS/TECHSCAPE WIRELESS/GARY FOWLER** 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, JULY 07, 2020 at 6:00 p.m.** located at the **Judicial Annex**.

The application number is **SP 01-20**.

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 ***201.8 acres*** known as ***land lot # 200*** in the ***THIRD Land District*** of Ben Hill County Georgia.

Lakisha Fleming  
Zoning Clerk

## 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, JUNE 1, 2020

PLACE: FITZGERALD CITY HALL

302 EAST CENTRAL AVE

FITZGERALD, GA 31750

TIME: 5:30 P.M.

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#### COUNTY COMMISSION

DATE: TUESDAY, JUNE 2, 2020

PLACE: JUDICIAL ANNEX, BHC BRD OF COMM

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

2/17/2020

DATE

DATE: \_\_\_\_\_

DATE RECEIVED: 06 March, 2020

MAP AMENDMENT: \_\_\_\_\_

APPLICATION #: SP01-20SPECIAL EXCEPTION: ✓**REZONING/MAP AMENDMENT or SPECIAL EXCEPTION APPLICATION**

**TO:** FITZGERALD-BEN HILL COUNTY PLANNING AND ZONING COMMISSION  
BEN HILL COUNTY BOARD OF COMMISSIONS

I (we), the undersigned, do hereby respectfully make application and petition the Ben Hill County Board of Commissioners to amend the map or request for a Special Exception of the Ben Hill County Zoning Ordinance dated **DECEMBER 10, 2001** as hereinafter requested. In support of this application, the following facts are shown:

1. Applicant name and requested Map Amendment or Special Exception address:

Name: Gary & Elizabeth Fowler  
Address: 152 Goldenrod Road  
Rebecca, GA 31783

2. Specific map to be deleted: NA

3. Specific map to be adopted: NA

4. Current Zone District: \_\_\_\_\_

5. Existing use of the property: Field

6. Summary of reason(s) for proposed map amendment or Special Exception:

Reason for Special Exception:  
Wireless Cellular Communication Tower  
and associated ground equipment

7. Has applicant made, within two (2) years immediately preceding the filing of the application for this Amendment or Special Exception, campaign contributions aggregating \$250.00 or more to any member of the Board of Commissioners or Planning and Zoning Commission?

YES \_\_\_\_\_ NO X If yes, the following information is required:

Name of local government official to whom made: \_\_\_\_\_

Amount and date for each contribution made by applicant: \_\_\_\_\_



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.

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

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OWNER SIGNATURE

**152 Goldenrod Road**  
OWNER ADDRESS

**Rebecca, GA 31783**  
CITY, STATE, ZIP

**229-423-0164**  
OWNER TELEPHONE NUMBER

  
AUTHORIZED AGENT SIGNATURE

**10300 Old Alabama Road Conn**  
AUTHORIZED AGENT ADDRESS

**Alpharetta, GA 30022**  
CITY, STATE, ZIP

**952-288-8130 (Karyn)**  
AUTHORIZED AGENT TELEPHONE NUMBER

**FOR COUNTY USE ONLY**

**Action taken by Planning and Zoning Commission:**

The Commission considered a Special Exception petition being proposed by the owner, Gary & Elisabeth Fowler, regarding the propoerty at 556 Astor Rd, to have Verizon erect a Cell Tower on said property zoned GF. On motion by Trey Luckie, seconded by Louis Harper, all present were in favor and voted that the requestbe granted. DATE: June 1, 2020

**Action taken by Board of Commissions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DATE: \_\_\_\_\_

TEXT UPDATED: \_\_\_\_\_ DATE: \_\_\_\_\_

## DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

Gary W. Fowler & Elizabeth G. Fowler am the owner of the property described in the application hereby designate Karyn Acevedo 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.

Gary W. Fowler & Elizabeth G. Fowler  
NAME

Property Owners  
TITLE

152 Goldenrod Road, Rebecca, GA 31783  
ADDRESS

229-423-0164 (cell) 229-325-9350  
TELEPHONE NUMBER

## AUTHORIZED AGENT/ATTORNEY-IN-FACT

Karyn Acevedo  
NAME

10300 Old Alabama Road Conn  
ADDRESS

Alpharetta, GA 30022  
ADDRESS

952-288-8130  
TELEPHONE NUMBER

STATE OF Georgia )  
COUNTY OF Brunswick )

Gary W. Fowler &  
I, the undersigned Notary Public, hereby certify that Elizabeth G. Fowler, 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 5<sup>th</sup> day of February, 2020.

Notary Signature: Lisa Ash Miles Commission Expires: 4-17-23



152 GOLDENROD ROAD  
REBECCA, GA 31783  
229-423-0164

Feb 3, 2020

Ben Hill County  
Attn: Board of Commissioners  
402-A East Pine Street  
Fitzgerald, Georgia 31750

Re: Rezoning Application Letter

Dear Board of Commissioners,

This letter is in partial fulfillment of the Ben Hill County  
Rezoning/Special Exception Application Requirements #4.

Please accept this application for a cellular communications  
tower to be located at 2281 Lower Rebecca Road, Rochelle, GA  
31079. Below please find our contact information and  
signature.

Owners: Gary W. & Elizabeth G. Fowler  
Current address: 152 Goldenrod Road, Rebecca, GA 31783  
Contact number: 229-423-0164

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Gary W. Fowler*  
*Feb 5 2020*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Elizabeth G. Fowler*  
*2-5-20*

# Ben Hill County E911

255-A Appomattox Rd

Fitzgerald, GA 31750

229-426-5111

Fax: 299-426-5130

## Address Request

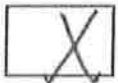
Date: 02-29-2020 Time: 1000

Person Applying for Address: Karyn Acrueda - Tech Scope Wireless

Phone Number: 952-288-8130

Property Owner: Gary Fowler 152 Golden Rd Rd.

Location: 556 Asher Rd



New Address



Address confirmation

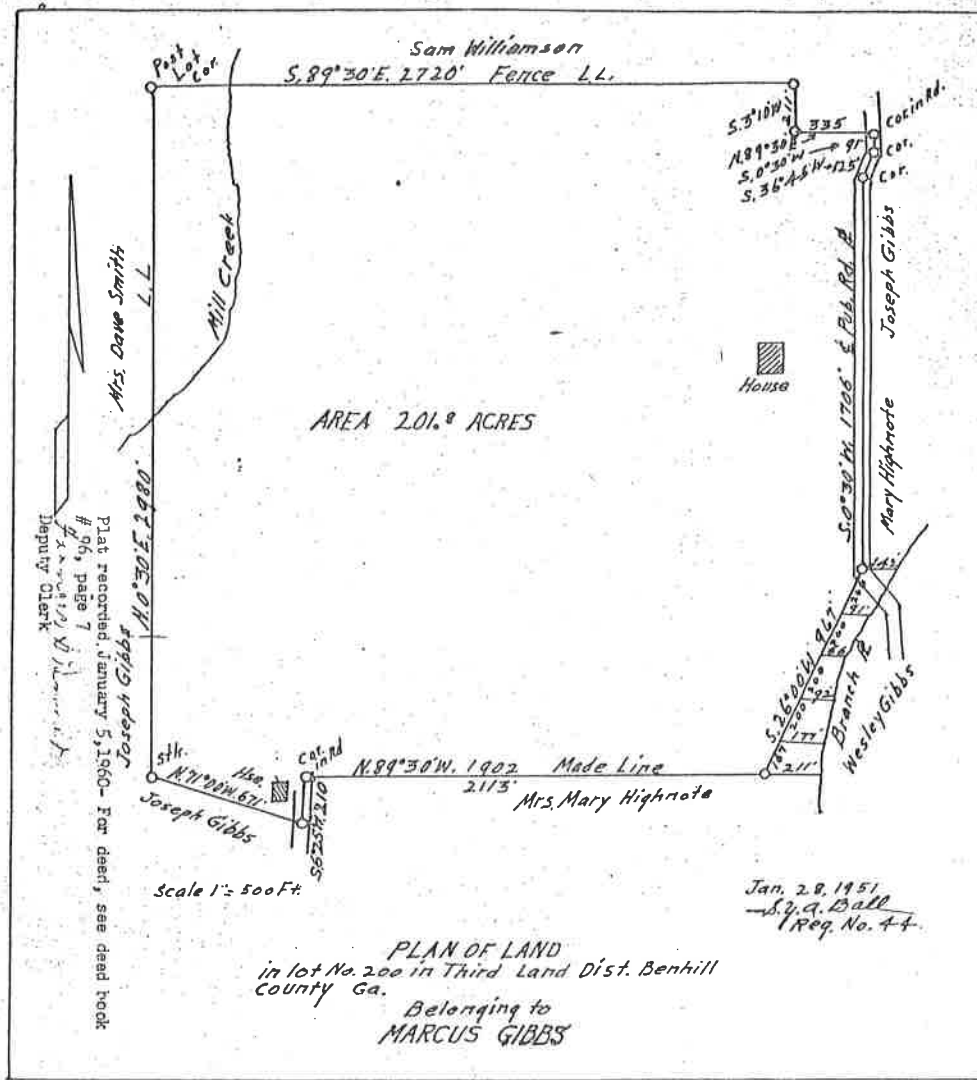
Comments: Cell Tower Site

Fire District: VFD-6

Authorized By: B. J. Hutchins

X Building / Zoning X Tax Assessor        Elections





Plat Book 4 page 76 now Recorded in Platslide No. 474

Addresses



PETUNIA RD

COUNTY RD 91

DANDELION RD

Willie's Creek

GOLDENROD RD

Goldenrod Rd

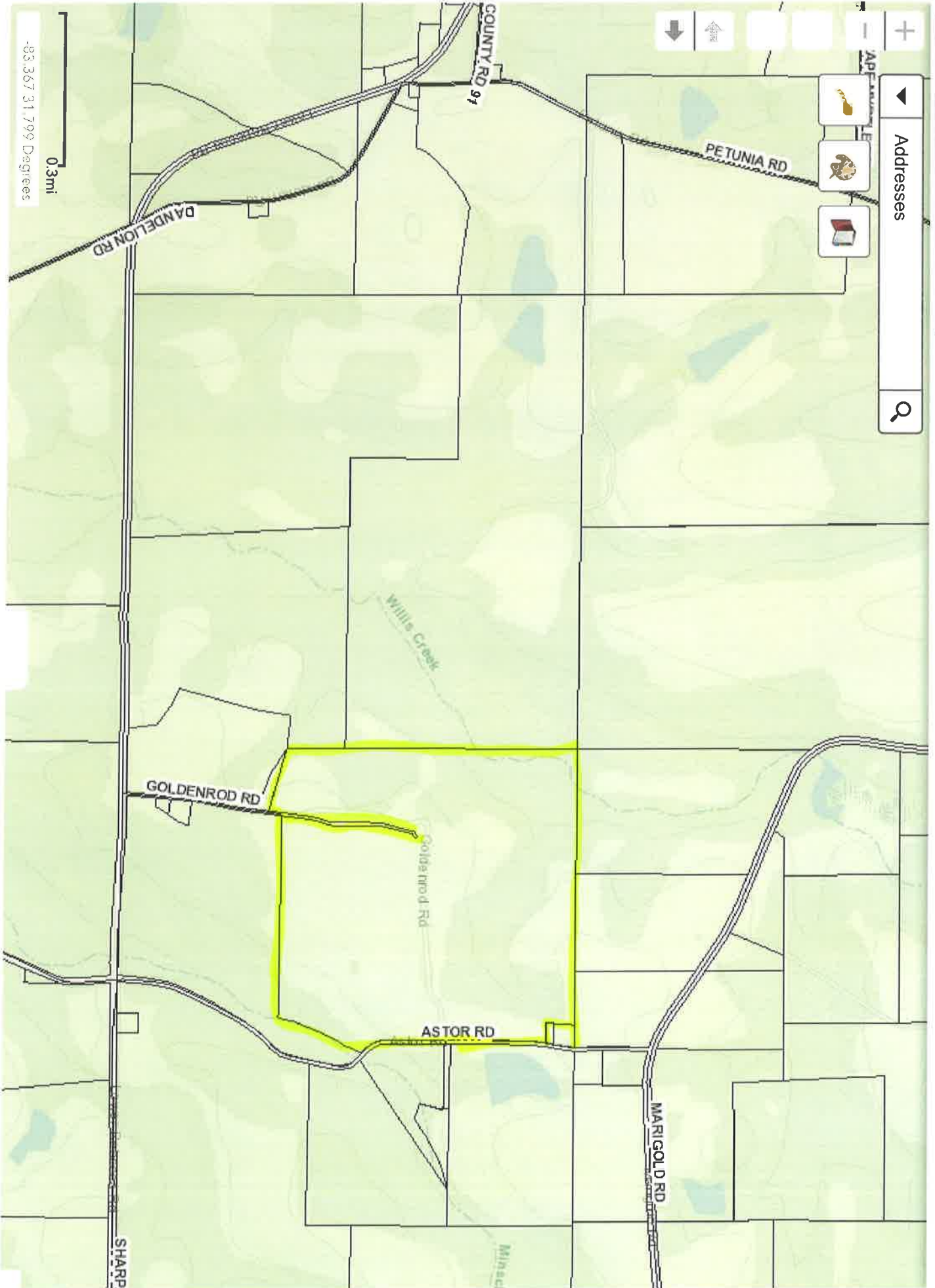
ASTOR RD

MARIGOLD RD

SHARP

0.3mi

-83.367 31.799 Degrees



34 1

## 2020 Ben Hill County Board of Assessors

2/21/2020 12:29:51 PM  
Acct # 1749  
greg

## Owner Information

Fowler, Gary W  
Elizabeth G Fowler  
152 Goldenrod Road  
Rebecca, GA 31783

## General Property Information

|              |                  |        |              |                |
|--------------|------------------|--------|--------------|----------------|
| SITUS        | 152 GOLDENROD RD | Values | Imp Val      | 41,555         |
| LEGAL        | 2008-            |        | Acc Val      | 7,017          |
| Tax District | COUNTY           | GMD    | Homestead    | 339,836        |
| Total Acres  | 201.80           | LL     | CUV 2020     | Total Value    |
| Zoning       | LD               | 3      | Acc/Dse      | 2019 : 388,408 |
| Unit         | Return Value     | 0      | 1A - .987497 | 2017 : 387,888 |
|              |                  |        |              | 2016 : 388,687 |

Topography - 1.00 Corner - 1.00 View - 1.00 Water - 1.00 Transitional - 1.00 Neighborhood - 1.00 Other - 1.00

2020-Renewal Cov 2020\2029--2010-CUV Renewal-(Orig Cuv 2000\2009)

## SALES INFORMATION

| Grantee        | Grantor      | Date       | Deed Book | Plat Book | Saleprice | CS | Mkt Value | Reason |
|----------------|--------------|------------|-----------|-----------|-----------|----|-----------|--------|
| FOWLER, GARY W | GIBBS, BETTY | 03/19/1999 | 428 153   | S474      | 100,000   | A1 | 159,791   | FM     |
| GIBBS, BETTY   |              | 03/02/1987 | 208 73    |           | 0         | A0 | 159,024   | KN     |

## LAND INFORMATION

| CS | Land Use  | Productivity | ACRES | Unit Value | UnAdj Value |
|----|-----------|--------------|-------|------------|-------------|
| V5 | Open Land | 2            | 46.19 | 2,450      | 113,166     |
| V5 | Open Land | 3            | 21.94 | 2,350      | 51,559      |
| V5 | Open Land | 4            | 17.05 | 2,300      | 39,215      |
| V5 | Open Land | 5            | 5.82  | 2,250      | 13,095      |
| V5 | Open Land | 8            | 5.00  | 1,800      | 9,000       |
| V5 | Woodlands | 2            | 10.73 | 1,300      | 13,949      |
| V5 | Woodlands | 3            | 20.59 | 1,250      | 25,738      |
| V5 | Woodlands | 5            | 48.63 | 1,100      | 53,493      |
| V5 | Woodlands | 6            | 14.55 | 1,000      | 14,550      |
| V5 | Woodlands | 8            | 8.14  | 800        | 6,512       |
| V5 | Woodlands | 9            | 2.16  | 700        | 1,512       |
| A5 | Open Land | 3            | 1.00  | 2,350      | 2,350       |

## CONSERVATION USE LAND INFORMATION

| Land Use  | Productivity | ACRES | Unit Value | Adjustment | Value  |
|-----------|--------------|-------|------------|------------|--------|
| Agland 93 | 2            | 46.19 | 1,016      | 1.00       | 46,929 |
| Agland 93 | 3            | 21.94 | 917        | 1.00       | 20,119 |

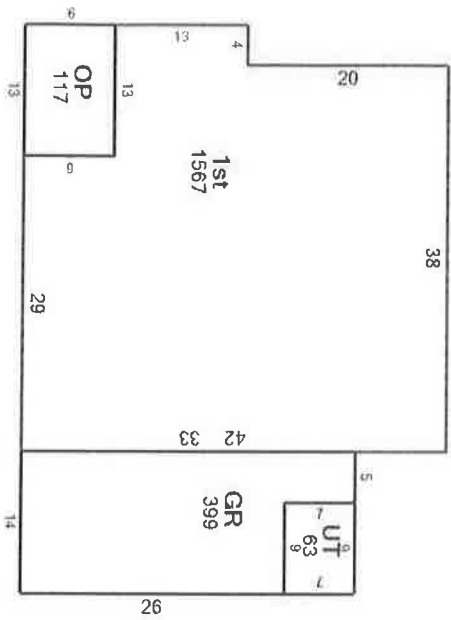
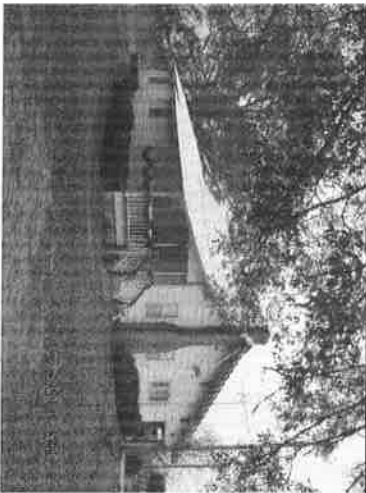
34 1

Review: by/

|  |               |   |       |     |      |        |  |
|--|---------------|---|-------|-----|------|--------|--|
|  | Agland 93     | 5 | 5.82  | 719 | 1.00 | 4,185  |  |
|  | Agland 93     | 4 | 5.05  | 818 | 1.00 | 4,131  |  |
|  | Agland 93     | 4 | 12.00 | 818 | 1.00 | 9,816  |  |
|  | Agland 93     | 8 | 5.00  | 389 | 1.00 | 1,945  |  |
|  | Timberland 93 | 5 | 35.63 | 526 | 1.00 | 18,741 |  |
|  | Timberland 93 | 6 | 9.64  | 450 | 1.00 | 4,338  |  |
|  | Timberland 93 | 3 | 3.83  | 682 | 1.00 | 2,612  |  |
|  | Timberland 93 | 2 | 5.63  | 762 | 1.00 | 4,290  |  |
|  | Timberland 93 | 2 | 4.10  | 762 | 1.00 | 3,124  |  |
|  | Timberland 93 | 3 | 16.76 | 682 | 1.00 | 11,430 |  |
|  | Timberland 93 | 8 | 8.14  | 293 | 1.00 | 2,385  |  |
|  | Timberland 93 | 9 | 2.16  | 238 | 1.00 | 514    |  |
|  | Timberland 93 | 6 | 2.91  | 450 | 1.00 | 1,310  |  |
|  | Timberland 93 | 6 | 2.00  | 450 | 1.00 | 900    |  |
|  | Timberland 93 | 5 | 11.84 | 526 | 1.00 | 6,228  |  |
|  | Timberland 93 | 5 | 1.16  | 526 | 1.00 | 610    |  |
|  | Timberland 93 | 2 | 1.00  | 762 | 1.00 | 762    |  |

| ACCESSORY IMPROVEMENTS - 3 4 1 |                              |      |      |       |      |       |      |       |      |      |      |       |                     |
|--------------------------------|------------------------------|------|------|-------|------|-------|------|-------|------|------|------|-------|---------------------|
| CS                             | DESCRIP                      | DIM1 | DIM2 | Units | Year | Grade | Depr | Ovr D | PCOM | Func | Econ | Neigh | IDntis Value Photo? |
| A6                             | Barns - wood frame           | 30   | 34   | 1020  | 2003 | 1.00  | 0.98 | 0.20  | 1.00 | 0.75 | 1.00 |       | 0.00 536 False      |
| A6                             | Concrete 1-500               | 14   | 20   | 280   | 2003 | 1.00  | 0.98 | 0.45  | 1.00 | 0.75 | 1.00 |       | 0.00 208 False      |
| A6                             | Grain Bin                    | 0    | 0    | 1     | 2003 | 1.00  | 0.98 | 0.40  | 1.00 | 0.75 | 1.00 |       | 0.00 450 False      |
| A6                             | Septic Tank                  | 0    | 0    | 1     | 2006 | 1.00  | 0.98 | 1.00  | 1.00 | 1.00 | 1.00 |       | 0.00 1,500 False    |
| A6                             | Utility - on site - conc blk | 14   | 18   | 252   | 2003 | 1.00  | 0.98 | 0.70  | 1.00 | 0.75 | 1.00 |       | 0.00 1,323 False    |
| A6                             | Well                         | 0    | 0    | 1     | 2006 | 1.00  | 0.98 | 1.00  | 1.00 | 1.00 | 1.00 |       | 0.00 3,000 False    |

| RES IMP - 3 4 1   152 GOLDENROD RD |               |                     |                 |                     |            |            |        |  |  |
|------------------------------------|---------------|---------------------|-----------------|---------------------|------------|------------|--------|--|--|
| Impr Key                           | 1259          | Roof Shape          | Gable           | Basement /<br>Attic | Squarefoot | Phy Depr   | 0.55   |  |  |
| Class / Strat                      | A1            | Floor Construction  | Wood Joist      | Bsmnt / Finish      | 0 / 0.00   | Phy OVR    | 0.65   |  |  |
| Occupancy / Style                  | One Family    | Floor Finish        | Pine            | Attic / Finish      | 0 / 0.00   | Func Obsol | 0.95   |  |  |
| Rooms                              | 6             | Interior Wall       | Panel           | Bsmnt Qual          | Average    | Econ Obsol | 1.00   |  |  |
| Bedrooms                           | 3             | Interior Ceiling    | Sheetrock       | Attic Qual          | Average    | % Complete | 1.00   |  |  |
| Heated Area                        | 1,567         | Heat                | Central Heat/AC | Grade               | 0.85       | Neigh Adj  |        |  |  |
| Story Height                       | 1.0 Story     | Plumbing/Std Comp   | 1               | Year Built          | 1955       | CD         | 1.00   |  |  |
| Foundation                         | Piers         | Plumbing: Extra Fix | 0               | Est Year Built      | 1956       | FMV        | 41,555 |  |  |
| Exterior Wall                      | Wood/BB/Cedar | Full Baths          | 1               | Condition           | Average    | MAV        | 0      |  |  |
| Roofing                            | Metal         | Half Baths          | 0               | RCN                 | 67,295     | OVR FMV    | 0      |  |  |
| Sketch Legend                      |               | Other Features      |                 |                     |            |            |        |  |  |
| Code                               | Type          | Area                |                 |                     |            |            |        |  |  |
| 1st                                | 1st           | 1567                |                 |                     |            |            |        |  |  |
| OP                                 | OP            | 117                 |                 |                     |            |            |        |  |  |
| GR                                 | GR            | 399                 |                 |                     |            |            |        |  |  |
| UT                                 | UT            | 63                  |                 |                     |            |            |        |  |  |





000794

GEORGIA, BEN HILL COUNTY  
BH FILED 3-22-99  
TIME 2:00 P M  
RECORDED 3-22-99  
Ravene D. Whalen  
CLERK SUPERIOR COURT

GEORGIA, BEN HILL COUNTY  
BH REAL ESTATE TRANSFER TAX  
PAID \$ 100.00  
DATE 3-22-99  
Ravene D. Whalen  
CLERK SUPERIOR COURT

State of Georgia

Space Above This Line for Recording Data

**AFTER RECORDING, PLEASE RETURN TO:**

JAY, SHERRELL, SMITH & BRADY, P.C.  
P. O. BOX 308  
FITZGERALD, GA 31750

WARRANTY DEED

P-4763

GEORGIA,  
BEN HILL COUNTY.

THIS INDENTURE, MADE THIS 19TH day of March, 1999, between BETTY TOM GIBBS, of Ben Hill County, Georgia, of the first part, and GARY W. FOWLER AND ELIZABETH G. FOWLER, of Ben Hill County, Georgia, of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of TEN DOLLARS 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 does grant, bargain, sell and convey unto the said parties of the second part, as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, forever, in fee simple, the following described property:

201.8 acres, more or less, in Land Lot No. 200 in the Third Land District of Ben Hill County, Georgia, and being more particularly described as follows: beginning at the northwest corner of said Land Lot No. 200 and running thence south 00 degrees 30 minutes west along the west line of said land lot a distance of 2,980 feet; thence south 71 degrees east 671 feet to a point in the center of a public road; thence north 06 degrees 25 minutes east along the center line of said public road a distance of 210 feet; thence south 89 degrees 30 minutes east a distance of 2,113 feet to the run of a branch; thence in a northerly direction along the run of said branch approximately 967 feet to the center of a public road; thence in a northwesterly direction along the center line of said public road a distance of 142 feet; thence continuing along the center line of said public road north 00 degrees 30 minutes east 1,706 feet; thence continuing along the center line of said public road north 36 degrees 45 minutes east a distance of 125 feet; thence continuing along the center line of said public road north 00 degrees 30 minutes east a distance of 91 feet; thence south 89 degrees 30 minutes west a distance of 335 feet; thence north 03 degrees 10 minutes east a distance of 211 feet to the original

BOOK 428 - PAGE 153

Application for Conservation use Assessment of Agriculture Property/Deed Book 451, Page 206  
Bench Memorandum of Hand Lease Agreement/Deed Book 977, pg 313-320

north line of said Land Lot No. 200; thence along the north line of said land lot north 89 degrees 30 minutes west a distance of 2,720 feet to the northwest corner of said Land Lot No. 200, the point of beginning. Said 201.8 acre tract is shown on that certain plat of survey made by S.Y.A. Ball, Georgia Registered Land Surveyor No. 44, dated January 28, 1951, recorded January 5, 1960, in Plat Book 4, page 76, and now of record in Plat Slide No. 474, in the office of the Clerk of the Superior Court of Ben Hill County, Georgia.

Said tract is bounded now or formerly as follows: North by lands of Bobby Williamson, Peggy K. Peavy, and Martha Williamson; East by lands of James Gibbs, Rigdon Family Limited partnership, and Margaret Adams Trust; South by lands of Rigdon Family Limited Partnership; and West by E. R. Smith and James Gibbs.

Said lands are the identical lands described in that certain Deed of Assent from Betty Tom Gibbs, as Executrix of the Last Will and Testament of Marcus Gibbs, Deceased, to Betty Tom Gibbs, Individually, dated August 15, 1984, and recorded in the office of the Clerk of the Superior Court of Ben Hill County, Georgia, in Deed Book 180, pages 730-731.

This instrument is subject to 1999 ad valorem taxes and the parties of the second part, by their acceptance of this deed, agree 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 the said parties of the second part, as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, forever, in fee simple.

AND THE SAID party of the first part will warrant and forever defend the right and title of the above-described property unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Betty Tom Gibbs [SEAL]  
BETTY TOM GIBBS

Patricia P. Piree  
Unofficial witness  
John Edward Smith III  
NOTARY PUBLIC



My commission expires: 9-19-2001  
Date of notarization: 3-19-99

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), made this 15 day of January, 2020, is between Gary W. Fowler and Elizabeth G. Fowler ("LESSOR"), with an address of 152 Goldenrod Road, Rebecca, Georgia, 31783, and Verizon Wireless of the East LP d/b/a Verizon Wireless ("LESSEE"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). LESSOR and LESSEE are at times collectively referred to in this Agreement as the "Parties" or individually as the "Party."

In consideration of the mutual covenants in this Agreement and intending to be legally bound by this Agreement, the Parties agree as follows:

1. **GRANT.** As documented by the Parties' execution and delivery of this Agreement, LESSOR grants to LESSEE the right to install, maintain, and operate communications equipment ("Use") upon the Premises (as defined in this Agreement), which Premises are a part of the real property owned, leased, or controlled by LESSOR at 2281 Lower Rebecca Road, Rochelle, Ben Hill County, Georgia (the "Property"). The Property is legally described on **Exhibit A** to this Agreement. The premises are a portion of the Property and are approximately 10,000 sq. ft., as shown in detail on **Exhibit B** to this Agreement (the "Premises"). LESSEE may survey the Premises at any time. Upon completion of a survey prepared after the Effective Date (as defined in this Agreement), the Parties shall amend this Agreement to replace **Exhibit B** in its entirety with the new survey.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years, commencing on the first day of the month after LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms, unless Lessee terminates this Agreement at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extension terms are collectively referred to in this Agreement as the "Term".

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$           , to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 152 Goldenrod Road, Rebecca, Georgia, 31783, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date, by notice given in accordance with this Agreement. The initial rental payment may not be delivered by LESSEE until 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in that event, LESSOR shall provide to LESSEE bank routing information for that purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR, or any successor-in-interest of LESSOR, shall provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify

LESSOR's, or any other party's, right to receive rental, as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments, as directed by LESSOR.

(c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a onetime, non-refundable, lump-sum signing bonus of [REDACTED] which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

(d) The annual rental for each five (5) year extension term shall be increased by [REDACTED] of the annual rental paid for the immediately preceding five (5) year term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of LESSEE's communications equipment over or along a 30 ft. wide right-of-way ("Easement"). The Easement is depicted on Exhibit B to this Agreement. LESSEE may use the Easement for the Installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services. If necessary, LESSOR shall grant LESSEE, or the provider, the right to install the services on, through, over, and under the Property, provided the location of the services shall be as reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space as is sufficient for LESSEE's radio frequency signage, and barricades, as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are in compliance with all Laws and EH&S Laws (as defined in this Agreement).

7. IMPROVEMENTS. The communications equipment, including, without limitation, the tower structure, antennas, conduits, fiber, fencing, screening, and other improvements shall be at LESSEE's expense, and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its communications equipment, tower structure, antennas, conduits, fiber, fencing, and other screening, or other improvements, or any portion thereof, and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, or other improvements are listed on any exhibit to this Agreement.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits, and other approvals (collectively, the "Government Approvals"), that may be

required by any federal, state, or local authorities (collectively, "Government Entities"), and a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain the Government Approvals, and LESSOR shall take no action that would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may immediately terminate this Agreement upon written notice to LESSOR if: any applications for the Government Approvals are finally rejected; any Government Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any Government Entity; LESSEE determines that the Government Approvals may not be obtained in a timely manner; LESSEE determines that any structural analysis is unsatisfactory; or LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary. In addition, LESSEE may terminate this Agreement for any reason or no reason in LESSEE's sole discretion with 3 months prior notice to LESSOR upon the annual anniversary of the Commencement Date, or at any time before the Commencement Date.

10. INDEMNIFICATION. Subject to Paragraph 11 of this Agreement, each Party shall indemnify, and hold harmless the other Party against any claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result of that failure. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. At the indemnified Party's request, the indemnifying Party shall defend any indemnified Party against any claim, with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the prior written consent of each indemnified Party, and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSEE will maintain commercial general liability insurance, with limits of [REDACTED] per occurrence for bodily injury (including death) and for damage or destruction to property.

LESSOR will maintain commercial general liability insurance, with limits not less than [REDACTED] for injury to, or death of, one or more persons in any one occurrence and [REDACTED] for damage or destruction in any one occurrence.

Each Party shall include the other Party as an additional insured as their interest may appear under this Agreement.

Each Party hereby waives and releases all rights of action for negligence against the other Party that may hereafter arise on account of damage to the Premises or the Property, resulting from any fire or other casualty that is insurable under "Causes of Loss - Special Form" property damage insurance, or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, that insurance is now or hereafter carried by the Parties, even if



the fire or other casualty was caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All policies of Insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24 of this Agreement, a violation of Paragraph 29 of this Agreement, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. INTERFERENCE.

(a) LESSEE will not cause interference to LESSOR's equipment that is measurable in accordance with Industry standards. LESSOR and other occupants of the Property will not cause interference to the then existing equipment of LESSEE that is measurable in accordance with then-existing industry standards.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the Interfering party via telephone to LESSEE's Network Operations Center at (800) 224-6620 / (800) 621-2622 or to LESSOR at (229) 423-0164, the interfering party shall, or shall require any other user to, reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, the Parties shall have the right to equitable remedies including, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration of the Term or within 90 days of earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. The communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove all or any portion of its communications equipment at any time during the Term, whether or not any items of communications equipment are considered fixtures or attachments to real property under applicable laws. If the time required for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental in effect upon expiration of the Term. If the Parties are not in the process of negotiating a new lease or lease extension, and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then-existing monthly rate, or on the existing

monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. At any time after the Effective Date, if LESSOR receives an offer or letter of intent, for the acquisition of fee title, an easement, a lease, a license, or any other interest in the Premises or any portion of the Premises, or for the acquisition of any interest in this Agreement, or an option for any of the foregoing, from any person or entity that is in the business of owning, managing, or operating communications facilities, or that is in the business of acquiring landlord interests in agreements relating to communications facilities, then LESSOR shall provide written notice to LESSEE of the offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of, and interest in, the Premises and/or this Agreement that will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have a right of first refusal to meet any third-party offer of sale or transfer on the terms and conditions of the offer, or by effectuating a transaction with substantially-equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of the third-party offer, in which event this Agreement shall continue in full force and effect, and the right of first refusal described in this Paragraph shall survive the conveyance to the third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third-party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises, and the purchase price shall be pro-rated on a square-footage basis. Further, if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially-equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third-party offer rather than acquiring fee simple title, or an easement interest, in the Premises. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance, or by conveyance to a trust for the benefit of family members, shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. At any time during the Term, if LESSOR decides to sell or otherwise transfer all or any part of the Property, or to grant to a third party by easement or other legal instrument an interest in any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under this Agreement. If LESSOR completes any sale, transfer, or grant described in this Paragraph, without executing an assignment of the Agreement, whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. Upon paying the rent and performing the covenants in this Agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and during the Term, that LESSOR has full authority to enter into and execute this Agreement, and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned, or transferred by either Party to: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity that directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity that acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned, or transferred, without the written consent of the other Party, which consent may not be unreasonably denied, delayed, or conditioned. No change of stock ownership, partnership interest, or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment under this Agreement. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. **NOTICES.** Except for notices permitted via telephone in accordance with **Paragraph 13** of this Agreement, all notices under this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Gary W. Fowler and Elizabeth G. Fowler  
152 Goldenrod Road  
Rebecca, Georgia, 31783

LESSEE: Verizon Wireless of the East LP  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** LESSOR shall obtain a Non-Disturbance Agreement, as defined in this Agreement, from its existing mortgagee(s), ground lessors, and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "**Mortgage**") by LESSOR, which from time to time may encumber all or part of the Property. However, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement, in a form reasonably satisfactory to LESSEE, and containing the terms described in this paragraph (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest, or any purchaser of Lender's or its successor's interest (a "**Purchaser**"), acquires an ownership interest in the Property, then Lender or such successor-

in-interest or Purchaser will honor all of the terms of the Agreement. The Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any), and on all successors and assigns of Lender and/or its participants, and on all Purchasers. In return for the Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit, in which LESSEE: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender; (ii) agrees to attorn to Lender if Lender becomes the owner of the Property; and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens, and equities of the holders of the mortgage or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct those defaults.

22. DEFAULT. It is a "Default" if: either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party, or if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice; or LESSOR fails to comply with this Agreement, the failure interferes with LESSEE's Use, and LESSOR does not remedy the failure within 5 days after written notice from LESSEE, or if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time within which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf, and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, then LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (collectively, "EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws, or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws, or a release of any regulated substance to the environment, except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property, and that LESSEE shall not be responsible for any environmental condition or issue, except to the extent resulting from LESSEE's specific activities and responsibilities. If LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable

location, or if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR shall sign any necessary waste manifest associated with the removal, transportation, and/or disposal of those substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs, and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSOR shall comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a) LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR, based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill or assessment notice that is the basis for the taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal, or other similar document. If as a result of any appeal or challenge by LESSEE, there is a reduction, credit, or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR shall promptly reimburse to LESSEE the amount of the reduction, credit, or repayment. If LESSEE



does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. This Agreement and any information exchanged between the Parties regarding the Agreement are confidential. Neither Party shall provide copies of this Agreement or any other confidential information to any third party, without the prior written consent of the other Party, or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits, terms, and conditions granted to LESSEE by LESSOR under this Agreement are now, and shall be during the Term, no less favorable than the rent, benefits, terms, and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term, LESSOR shall offer more favorable rent, benefits, terms, or conditions for substantially the same or similar tenancies or licenses as those granted under this Agreement, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits, terms, and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding.

(b) This Agreement may not be amended or varied, except in a writing signed by all Parties. This Agreement shall extend to, and bind the heirs, personal representatives, successors, and assigns of, the Parties.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not waive those rights, and that Party shall have the right to enforce those rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located, without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

(f) LESSOR shall execute a Memorandum of this Agreement, in a form reasonably acceptable to LESSEE, which LESSEE may record with the appropriate recording office or officer.

(g) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(h) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

(i) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

*[Signature page follows. The remainder of this page is blank intentionally.]*

IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement effective as of the Effective Date.

LESSOR:

**Gary W. Fowler and Elizabeth G. Fowler**

Gary W Fowler  
Printed Name: Gary W. Fowler

Date: 5-17-19

Elizabeth G. Fowler  
Printed Name: Elizabeth G. Fowler

Date: 5-17-19

LESSEE:

**Verizon Wireless of the East LP**  
**d/b/a Verizon Wireless**

**By: Cellco Partnership**  
**Its: General Partner**

By: Jim Blake  
Printed Name: Jim Blake  
Title: Director - Network Field Engineering  
Date: 5-15-2020

## EXHIBIT A

### DESCRIPTION OF PROPERTY

#### PARENT PARCEL

Being a portion of 201.8 acres, more or less, in Land Lot No. 200 in the Third Land District of Ben Hill County, Georgia, and being more particularly described as follows:

Beginning at the Northwest corner of said Land Lot No. 200 and running thence South 00 degrees 30 minutes West along the West line of said Land Lot a distance of 2,980 feet; thence South 71 degrees East 671 feet to a point in the center of a public road; thence North 06 degrees 25 minutes East along the center line for said public road a distance of 210 feet; thence South 89 degrees 30 minutes East a distance of 2,113 feet to the run of a branch; thence in a Northerly direction along the run of said branch approximately 967 feet to the center of a public road; thence in a Northwesterly direction along the center line of said public road a distance of 142 feet; thence continuing along the center line of said public road North 00 degrees 30 minutes East 1,706 feet; thence continuing along the center line of said public road North 36 degrees 45 minutes East a distance of 125 feet; thence continuing along the center line of said public road North 00 degrees 30 minutes East a distance of 91 feet; thence South 89 degrees 30 minutes West a distance of 335 feet; thence North 03 degrees 10 minutes East a distance of 211 feet to the original North line of said Land Lot No. 200; thence along the North line for said Land Lot North 89 degrees 30 minutes West a distance of 2,720 feet to the Northwest corner of said Land Lot No. 200, the point of beginning. Said 201.8 acres, more or less, tract is shown on that certain plat of survey made by S.Y.A. Ball, Georgia Registered Land Surveyor No. 44, dated January 28, 1951, recorded January 5, 1960, in Plat Book 4, Page 76, and now of record in Plat Slide No. 474, in the Office of the Clerk of the Superior Court of Ben Hill County, Georgia, which plat is by reference incorporated herein.

THIS PROPERTY IS CURRENTLY KNOWN AS BEN HILL COUNTY TAX ASSESSOR MAP 34, PARCEL 1.

#### LEASE AREA

All that tract or parcel of land lying and being in Land Lot 200, 3<sup>rd</sup> District, Ben Hill County, Georgia and part of the lands owned by Gary & Elizabeth Fowler as recorded in Deed Book 428 Page 153, Ben Hill County records, and being more particularly described by the following data:

To find the point of beginning, COMMENCE at a found pin marking the Centerline of Astor Road (having a 30-foot public right-of-way), said pin having a Georgia Grid North, NAD 83, West Zone Value of N: 653911.5726 E: 2533322.6303, thence, running along a tie line, South 03°15'42" West, 1,365.56 feet to a point on the Western right-of-way of Astor Road, said point having a Georgia Grid North, NAD 83, West Zone value of N: 652548.2291 E: 2533244.9388; thence, running along said right-of-way, South 00°18'32" West, 30.07 feet to a point; thence, leaving said right-of-way, South 86°19'43" West, 122.86 feet to a point; thence, North 88°36'53" West, 187.15 feet to a point; thence, North 61°42'40" West, 79.23 feet to a point on the Lease Area and the true POINT OF BEGINNING; Thence, running along said Lease Area, South 90°00'00" West, 100.00 feet to a point; Thence, North 00°00'00" East, 100.00 feet to a point; Thence, North 90°00'00" East, 100.00 feet to a point; Thence, South 00°00'00" West, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Georgia Grid North, NAD 83, West Zone.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated April 23, 2019.

### **30' INGRESS-EGRESS & UTILITY EASEMENT**

Together with a 30-foot Ingress-Egress and Utility Easement lying and being in Land Lot 200, 3<sup>rd</sup> District, Ben Hill County, Georgia and part of the lands owned by Gary & Elizabeth Fowler as recorded in Deed Book 428 Page 153, Ben Hill County records, and being more particularly described by the following data:

To find the point of beginning, COMMENCE at a found pin marking the Centerline of Astor Road (having a 30-foot public right-of-way), said pin having a Georgia Grid North, NAD 83, West Zone Value of N: 653911.5726 E: 2533322.6303, thence, running along a tie line, South 03°15'42" West, 1,365.56 feet to a point on the Western right-of-way of Astor Road, said point having a Georgia Grid North, NAD 83, West Zone value of N: 652548.2291 E: 2533244.9388, and the true POINT OF BEGINNING; Thence, running along said right-of-way, South 00°18'32" West, 30.07 feet to a point; Thence, leaving said right-of-way, South 86°19'43" West, 122.86 feet to a point; Thence, North 88°36'53" West, 187.15 feet to a point; Thence, North 61°42'40" West, 79.23 feet to a point on the Lease Area; Thence, running along said Lease Area, North 00°00'00" East, 100.00 feet to a point; Thence, leaving said Lease Area and running, North 90°00'00" East, 30.00 feet to a point; Thence, South 00°00'00" East, 82.08 feet to a point; Thence, South 61°42'40" East, 54.14 feet to a point; Thence, South 88°36'53" East, 178.65 feet to a point; Thence, North 86°19'43" East, 123.62 feet to a point on said right-of-way and the POINT OF BEGINNING.

Bearings based on Georgia Grid North, NAD 83, West Zone.

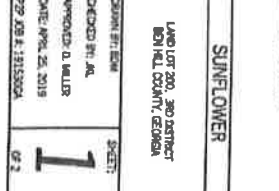
Said easement contains 0.3195 acres (13,916 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated April 23, 2019.

**EXHIBIT B**

**SURVEY OF THE PREMISES**

**[SEE ATTACHED]**





(PER TITLE COMMITMENT NO. MRE 19084

BEGINNING AT THE NORTHWEST CORNER OF SAID LAND LOT NO. 200 AND RAILING THENCE SOUTH ON BESSON ROAD TO A POINT IN THE CENTER OF SAID LOT NO. 200; THENCE SOUTH ON BESSON ROAD TO A POINT IN THE CENTER OF ALPINE LAKE ROAD; THENCE SOUTH 69.1 FEET TO A POINT IN THE CENTER OF ALPINE LAKE ROAD; THENCE NORTH 86 DEGREES 25 MINUTES EAST ALONG THE CENTER LINE FOR SAID PUBLIC ROAD DISTANCES OF 210 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES WEST A DISTANCE OF 113.1 FEET TO THE SUM OF A BRANCH; THENCE SOUTH 70 DEGREES 15 MINUTES WEST ALONG THE MAIN OF SAID BRANCH APPROXIMATELY 967 FEET TO THE CENTER OF LIVING OAK AVENUE; THENCE SOUTH 70 DEGREES 15 MINUTES WEST ALONG THE CENTER LINE OF SAID AVENUE TO A DISTANCE OF 142 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID PUBLIC ROAD NORTH 00 DEGREES 30 MINUTES EAST 1,706 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID PUBLIC ROAD NORTH 30 DEGREES 45 MINUTES EAST A DISTANCE OF 126 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID PUBLIC ROAD SOUTH 00 DEGREES 30 MINUTES EAST A DISTANCE OF 80 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES EAST A DISTANCE OF 336 FEET; THENCE NORTH 10 DEGREES 10 MINUTES EAST A DISTANCE OF 21 FEET TO THE ORIGINAL NORTH LINE OF SAID LOT NO. 200; THENCE SOUTH 10 DEGREES 10 MINUTES EAST ALONG THE CENTER LINE OF SAID LOT NO. 200; THENCE SOUTH 10 DEGREES 10 MINUTES WEST A DISTANCE OF 2,720 FEET TO THE NORTHWEST CORNER OF SAID LOT NO. 200; THE POINT OF BEGINNING. SAID SOIL & MOSES, MORE OR LESS, BEING THE SAME AS SHOWN ON THE PLAT OF SAID TRACT IN S.W.A. BAL. GEORGINA REGISTERED LAND AND SHOWN ON THE PLAT OF SAID TRACT IN S.W.A. BAL. GEORGINA REGISTERED LANDS, 1986, IN PLAT BOOK 4, PAGE 76, AND NOW RETURNED IN PLAT BOOK NO. 474, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BEN HILL COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN.

**LEASE AREA**

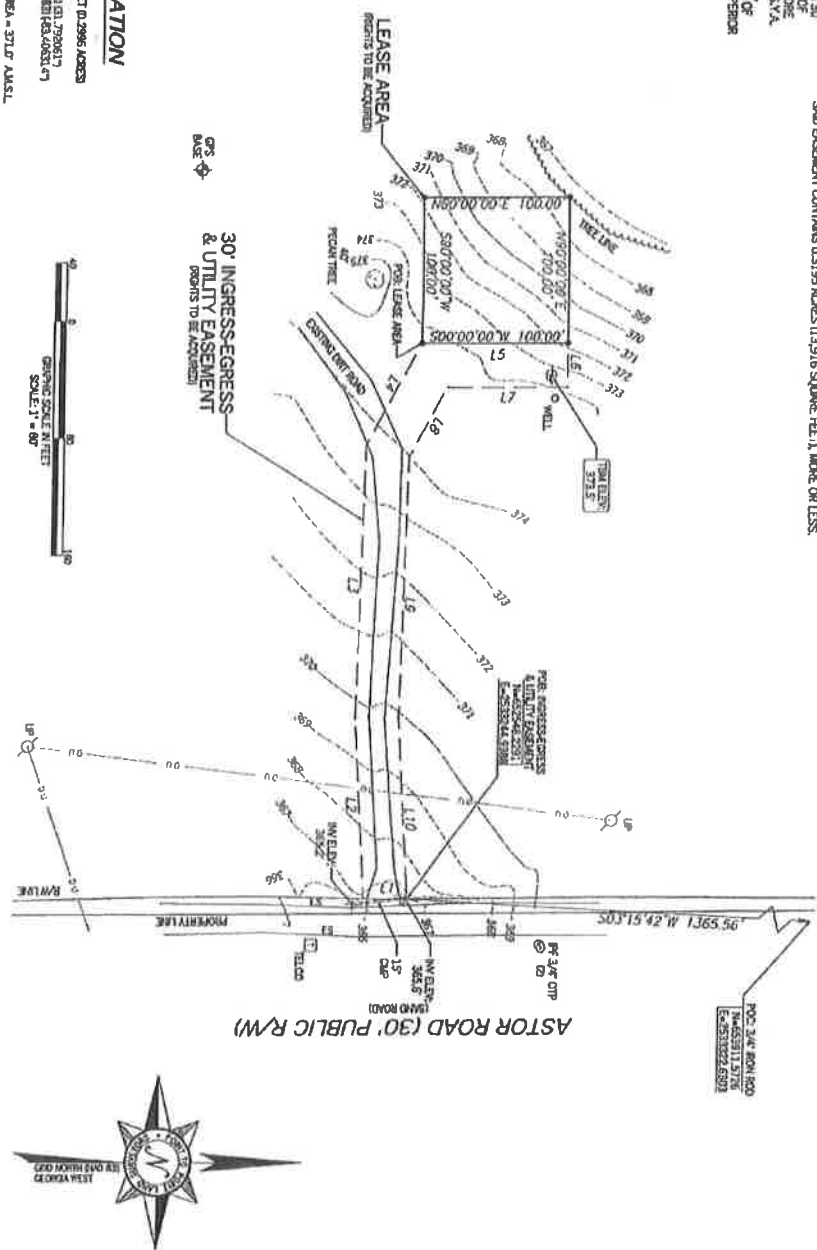
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 200, 3RD DISTRICT, BEN HILL COUNTY, GEORGIA AND PART OF THE LANDS OWNED BY GARY A. ELZABETH FOWLER AS RECORDED IN DEED BOOK 428, PAGE 153, BEN HILL COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING DATE:

[illegible]

SAND HOLLOW CONTAINS 0.2226 ACRES (10,000 SQUARE FEET), MORE OR LESS.

| LINE | BEARING      | DISTANCE |
|------|--------------|----------|
| L1   | S09°18'32" W | 50.07    |
| L2   | S06°19'43" W | 122.86   |
| L3   | N06°56'53" W | 187.15   |
| L4   | N07°42'40" W | 79.23    |
| L5   | N00°00'00" E | 100.00   |
| L6   | N07°00'00" E | 30.00    |
| L7   | S00°00'00" W | 82.00    |
| L8   | S07°42'40" E | 54.14    |
| L9   | S08°56'53" E | 178.65   |
| L10  | N05°19'43" E | 121.62   |

LEASE AREA = 10,000 SQUARE FEET (0.2306 ACRES)  
 LATITUDE = 31°47'31.42" NAD 83 (31.7920617)  
 LONGITUDE = -83°57'52.77" WAD 83 (83.965347)  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 37.10' AMSL



**POINT TO POINT  
LAND SURVEYORS**  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) [pointtopointsurvey.com](http://pointtopointsurvey.com)



**verizon**  
10300 OLD ALABAMA ROAD CONNECTOR  
ALPHARETTA, GA 30022

**SUNFLOWER**

LAND LOT 200, 3RD DIST  
BEN HILL COUNTY, GEORGIA

|                       |   |
|-----------------------|---|
| UNIVERSITY OF TORONTO | 1 |
|-----------------------|---|

CHECKED BY: JAL

APPROVED: D. WALLER

DATE: 25.01.19

253

**NOTICE OF PUBLIC HEARING**  
(Rezoning-Private Petition)

The Board of Commissioners of Ben Hill County, Georgia, will conduct a public hearing on the **02<sup>nd</sup>** day of **JUNE, 2020**, at **6:00 o'clock, PM** at the **JUDICIAL ANNEX, FITZGERALD, GA 31750**, to consider **Special Exception** Application No **SP01-20**, to allow a **CELL TOWER** on the property located at the following address: **556 ASTOR RD, FITZGERALD, GA 31750**.

The legal description of the property is as follows:

**LEGAL 2008**

The area of the property is **201.8** acres.

The owner(s) of the property is/are **GARY FOWLER/VERIZON WIRELESS OF THE EAST D/B/A VERIZON WIRELESS/TECHSCAPE WIRELESS**.

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 **May 20, 2020 &**  
**May 27, 2020.**