



AGENDA
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
Historic Court House, 323 Newnan Street
August 5, 2025 - 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION (Commissioner McClendon)
4. PLEDGE OF ALLEGIANCE (Commissioner McClendon)
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES
 - 6.I. **Board of Commissioners Special Called Meeting Minutes-June 26, 2025**
 - 6.II. **Board of Commissioners Work Session Minutes-June 26, 2025**
 - 6.III. **Board of Commissioners Meeting Minutes-July 8, 2025**
7. SPECIAL PRESENTATIONS
 - 7.I. **Resolution Addressing the Needs of Individuals with Mental Illness in the Criminal Justice System**
- Judge John Simpson
 - 7.II. **Swearing in of the Carroll County Deputy Fire Chief, Tyler Sudduth**
- Fire Chief, Dave Wade
8. PUBLIC COMMENTS: Public comments are an opportunity for the public to address the Commission with any issues or concerns they may have. All remarks should be directed to the Chairman and not to individual commissioners, staff, or citizens in attendance. Members of the public shall not make inappropriate or offensive comments. Any individual who violates the rules of decorum may be removed from the meeting. At this time the Board will not comment nor will the Board take any action on the comments..... speakers are limited to 3 minutes.

9. **ZONING SESSION:** The applicant or anyone speaking in favor of the application/request shall be allowed a TOTAL of ten minutes to present their request. Anyone opposed to the request shall also have a TOTAL of ten minutes to present their opposition. (If there are multiple speakers for or against an application, ask them to please be mindful to allow for others to speak, should they wish to do so.) Anyone speaking for or against the application shall be allowed a TOTAL of five minutes to speak in rebuttal.

9.I. C-25-07-01: Conditional Use Request - Glenloch Rd.

C-25-07-01: Conditional Use request to construct a 245 feet tall telecommunication tower and support facility at 60 Glenloch Rd. Parcel #083-0009, Land Lot 88 of the 11th District. Owner/Applicant: Georgia Power Co/Diamond Communications, LLC. Commission District 5.

- Ben Skipper, Community Development Director

10. **CONSENT AGENDA:** Items under this action were discussed at the public Work Session on Thursday, July 31, 2025, now available for view on www.carrollcountygga.gov and will be presented for consideration as a single item. Only one vote will be taken.

10.I. RFP for Concrete Finisher needed for the Solid Waste Transfer Station Project

Selection of proposal submitted in response to RFP SW25-A005 for the Concrete Finisher needed for the Solid Waste Transfer Station Project to be paid from 2021 SPLOST, and authorize the Chairman to negotiate and execute the contract and to take all necessary actions in connection with the project.

- Danny Yates, Public Works Director

10.II. RFP for New Wheel Loader needed for Solid Waste Transfer Station

Selection of proposal submitted in response to RFP SW25-A004 for Equipment (Loader) needed for Solid Waste Transfer Station to be paid from 2021 SPLOST, and authorize the Chairman to negotiate and execute the contract and to take all necessary actions in connection with the project.

- Danny Yates, Public Works Director

10.III. Consideration of Site Work Package

Proposed budget for Site Work Package costs for the new Transfer Station Building not to exceed \$800,000.00 to be paid from Solid Waste Fund, and

authorize the Chairman to negotiate and execute the contract and to take all necessary actions in connection with the project.

Danny Yates, Public Works Director

10.IV. Opioid Settlement with Perdue - Resolution

Consideration of Carroll County agreeing to be bound by the Memorandum of Understanding between the State of Georgia and certain local government entities concerning the Purdue Pharma Opioid Settlement and authorize the Chairman to execute the "Acknowledgement and Agreement to be Bound by Memorandum of Understanding" and to take all other action in connection therewith.

- Stacey Blackmon, County Attorney

10.V. TMobile Tower Site Lease Amendment

Consideration for approval of an Agreement with TMobile South, LLC, for lease of Carroll County property located at 4950 S. Highway 100 Bowdon, GA 30108

- Stacey Blackmon, County Attorney

11. BUSINESS SESSION

11.I. RFP for Replacement of Solid Waste Transfer Station Building

Selection of proposal submitted in response to RFP SW25-A003 for the Replacement of Solid Waste Transfer Station Building to be paid from insurance proceeds and 2023 SPLOST, and authorize the Chairman to negotiate and execute the contract and to take all necessary actions in connection with the project.

- Danny Yates, Public Works Director

11.II. Time & Attendance Software

Consideration of proposals for time and attendance software to be paid from the FY2025-2026 General Fund balance that was previously approved, and authorize the Chairman to execute the contract and take all actions necessary in connection therewith.

- Lori Blackmon, Human Resources Director

11.III. Geospatial Community Development Software

Consideration of approval of a Professional Services Agreement with Schneider Geospatial, LLC, the development of software for Community Development in the amount of \$24,000 one time set up cost, to be paid from the 2021 SPLOST; and an initial annual hosting fee of \$39,000, to be paid from the General Fund, and authorize the Chairman to execute the contract and take all action necessary in connection with the project.

- Ben Skipper, Community Development Director

12. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language shall contact the County Clerk at (770) 830-5800 at least five days prior to the meeting. This person can be located at the Commission Office, Historic Court House at 323 Newnan Street, Room 200, Carrollton, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday.



MINUTES
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
June 26, 2025 - 4:00 PM

The Board of Commissioners held a meeting on Thursday, June 26, 2025, in the Historic Court House, 323 Newnan Street, Carrollton, Georgia.

Notice: A complete video recording of this meeting can be viewed at
www.carrollcountyga.gov

Commissioners Present:

District 1 Commissioner Montrell
McClendon
District 2 Commissioner Clint Chance
District 3 Commissioner Tommy Lee
Chairman Michelle Morgan
District 4 Commissioner Steve Fuller
District 5 Commissioner Ben Hicks
District 6 Commissioner Danny Bailey

Commissioners Absent:

Staff Present:

Stacey Blackmon, County Attorney
Avery Jackson, County Attorney
Lynda Bingham, County Clerk
Dianne Roberts, Deputy Clerk

CALL TO ORDER

Chairman Morgan called the June 26, 2025 Board of Commissioners meeting to order at 4:00 p.m.

ROLL CALL

Present: Montrell McClendon, Clint Chance, Tommy Lee, Michelle Morgan, Steve Fuller, Ben Hicks, Danny Bailey

Absent:

Also Present: Stacey Blackmon, County Attorney; Avery Jackson, County Attorney; Lynda Bingham, County Clerk; Dianne Roberts, Deputy Clerk

APPROVAL OF AGENDA

The June 26, 2025 Agenda was unanimously approved on a motion by District 1 Commissioner Montrell McClendon and seconded by District 4 Commissioner Steve Fuller.

BUSINESS SESSION

4.I. SPLOST Intergovernmental Agreement

Consideration of a Resolution authorizing the Intergovernmental Agreement between Carroll County and all of the cities and town within the County providing for the continuation and distribution of one percent sales and use tax

-Avery Jackson, County Attorney

On a motion by District 2 Commissioner Clint Chance, seconded by District 4 Commissioner Steve Fuller, the vote was taken to approve the following offer to the City of Carrollton:

- The terms of the SPLOST IGA presented with the 0%-2.5% growth number (\$22,902,522) to be used for Carroll County projects;
- Offer to sell the Bradley Street building to the City of Carrollton for \$3 million, and the purchase price will *not* be credited toward the City's SPLOST 0% -2.5% contribution;
- All tap fees, approvals, etc. for the Sheriff's project will be waived, like the new Admin building project; and
- A Development Agreement for the City to upgrade utilities, etc. like the new Admin building project.

The vote was taken with the following result: Motion Passed, 6-1. Members opposing: Chairman Michelle Morgan

4.II. Solid Waste Services Agreement (Convenience Centers)

Consideration for approval of a renewal of an agreement with Waste Industries Atlanta, LLC d/b/a GFL Environmental for hauling solid waste from the County convenience centers to the transfer station and to authorize the Chairman to negotiate and finalize the terms of the Agreement and to execute the Agreement.

-Avery Jackson, County Attorney

On a motion by District 6 Commissioner Danny Bailey and seconded by District 1 Commissioner Montrell McClendon, the Board of Commissioners voted unanimously to Approve item 4.II. Solid Waste Services Agreement (Convenience Centers)

4.III. Solid Waste Services Agreement (Parks)

Consideration for approval of an agreement with Georgia Container, Inc.

and Portable Toilets of Georgia, LLC for hauling solid waste from County parks to the transfer station and to authorize the Chairman to negotiate and finalize the terms of the Agreement and to execute the Agreement.

-Avery Jackson, County Attorney

On a motion by District 4 Commissioner Steve Fuller and seconded by District 5 Commissioner Ben Hicks, the Board of Commissioners voted unanimously to Approve item 4. III Solid Waste Services Agreement (Parks)

4.IV. Budget Amendment FY 25

Consideration to approve the advertised Budget Amendment for FY 25.

-Alecia Searcy, Finance Director

On a motion by District 2 Commissioner Clint Chance and seconded by District 1 Commissioner Montrell McClendon, the Board of Commissioners voted unanimously to Approve the advertised Budget Amendment, item 4. IV.

4.V. Fire Rescue Full-Time Position

Consideration of the addition of a Full-Time position for the Fire Department (Captain-Fire Marshall)

-Alecia Searcy, Finance Director

-Dave Wade, Interim Fire Chief

On a motion by District 1 Commissioner Montrell McClendon and seconded by District 4 Commissioner Steve Fuller, the Board of Commissioners voted unanimously to Approve item 4.V.

ADJOURNMENT

There being no further business to come before the Board of Commissioners, the same was adjourned at 4:24 p.m. on a motion by District 1 Commissioner Montrell McClendon and seconded by District 6 Commissioner Danny Bailey, vote Yes 7, No 0, Abstained 0.

Dianne Roberts, Deputy Clerk

Michelle Morgan, Chairman



MINUTES

CARROLL COUNTY, GEORGIA

BOARD OF COMMISSIONERS

June 26, 2025 - 4:00 PM

The Board of Commissioners held a meeting on Thursday, June 26, 2025, in the **323 Newnan Street, 3rd Floor Superior Court Room**, Carrollton, Georgia.

Notice: A complete video recording of this meeting can be viewed at www.carrollcountyga.gov

Commissioners Present:

District 1 Commissioner Montrell McClendon
District 2 Commissioner Clint Chance
District 3 Commissioner Tommy Lee
Chairman Michelle Morgan
District 4 Commissioner Steve Fuller
District 5 Commissioner Ben Hicks
District 6 Commissioner Danny Bailey

Commissioners Absent:

Staff Present:

Stacey Blackmon, County Attorney
Avery Jackson, County Attorney
Lynda Bingham, County Clerk
Dianne Roberts, Deputy Clerk

Financial Recap – May 2025

1.I. May Financials

-Alecia Searcy, Finance Director

Finance Director, Alecia Searcy, presented the financial recap of County funds as of May 31, 2025, reporting revenues year to date totaling \$78,837,321 expenditures year to date totaling \$70,370,370 and a fund balance of \$54,152,486.

Review and Discussion of items for the July 8, 2025 Board of Commissioners Meeting Agenda

10.I. Agricultural Conservation Easements – Castleberry Application

Consideration of Gary Castleberry's Application for the Federal Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE)
-Kelly Hagan, AG Advisory Committee

10.II. Financial Audit – Engagement Letter for Audit Services

Consideration of Engagement Letter with Rushton and Company, LLC to perform Carroll County's Financial Audit for Fiscal Year End June 30, 2025
-Alecia Searcy, Finance Director

10.III. Recreation Department Cement Repair Light Poles

Consideration for the approval of the assessment and necessary repair of light poles at the Recreation Complex with funding allocated from capital improvements funds previously designated for the electrical and lighting renovation project not to exceed the amount of \$35,000 and to authorize the Chairman to execute the agreements and to take all other necessary actions in connection therewith
- Thad Ferguson, Recreation Director

10.IV. Recreation Department - Roof Repair

Consideration for approval of the roof replacement of the baseball and softball concession/storage buildings, with funding to be provided from '21 SPLOST funds \$21,150 plus the cost of additional plywood needed not to exceed a total of \$25,000 and to authorize the Chairman to execute the agreements and to take all other necessary actions in connection therewith.
- Thad Ferguson, Recreation Director

10.V. Fire Rescue-Equipment Donation Resolution

Consideration of Resolution to declare Sutphen Pumper no longer serviceable and authorize the Chairman to take all necessary action to donate the Sutphen Pumper to the Harris County Board of Commissioners for use by its volunteer fire department
-Dave Wade, Carroll County Interim Fire Chief

10.VI. Hazard Mitigation Grant

Consideration of acceptance of Hazard Mitigation Grant with Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for nine fixed generators to be located at Carroll County Fire Station #1, 2, 4, 5, 7, 8, 12, 14 and 15 in the amount of \$517,852.28, with local match of \$172,617.43 to be funded from '21 SPLOST funds, and authorize the Chairman to take all necessary action in connection therewith including execution of the Recipient – Subrecipient Grant Agreement and the agreement with the electrical subcontractor.
-Dave Wade, Interim Fire Chief

10.VII. Transit Contract Renewal FY 25-26

MINUTES
CARROLL COUNTY, GEORGIA
Board of Commissioners MEETING
Thursday, June 26, 2025 – 4:00 PM

Consideration of Section 5307/5311 Public Transportation Service Agreement for the operation of Three Rivers Regional Transit System between the Board of Commissioners of Carroll County and Three Rivers Commission for the period beginning July 1, 2025 and ending June 30, 2026 for the annual local match of \$70,000, and authorize the Chairman to execute the Agreement
-Stacey Blackmon, County Attorney

There was a consensus from the Board to place the following items on a Consent Agenda for the Tuesday, July 8, 2025 Board of Commissioners meeting.

- 10.I. Agricultural Conservation Easements – Castleberry Application**
- 10.II. Financial Audit – Engagement Letter for Audit Services**
- 10.V. Fire Rescue-Equipment Donation Resolution**
- 10.VI. Hazard Mitigation Grant**
- 10.VII. Transit Contract Renewal FY 25-26**

There being no further business to come before the Board of Commissioners, the same was adjourned at 4:41 p.m.

Respectfully Submitted:

Dianne Roberts, County Clerk

Michelle Morgan, Chairman



MINUTES
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS MEETING
July 8, 2025 - 6:00 PM

The Board of Commissioners held a meeting on Tuesday, July 8, 2025, in the Historic Court House, 323 Newnan Street, Carrollton, Georgia.

Notice: A complete video recording of this meeting can be viewed at
www.carrollcountyga.gov

Commissioners Present:

District 1 Commissioner Montrell McClendon
District 2 Commissioner Clint Chance
District 3 Commissioner Tommy Lee
Chairman Michelle Morgan
District 4 Commissioner Steve Fuller
District 5 Commissioner Ben Hicks
District 6 Commissioner Danny Bailey

Commissioners Absent:

Staff Present:

Stacey Blackmon, County Attorney
Dianne Roberts, Deputy Clerk

CALL TO ORDER

Chairman Morgan called the July 8, 2025 Board of Commissioners meeting to order at 6:00 p.m.

ROLL CALL

Present: Montrell McClendon (via phone), Clint Chance, Tommy Lee, Michelle Morgan, Steve Fuller, Ben Hicks, Danny Bailey (via phone)

Absent:

Also Present: Stacey Blackmon, County Attorney; Dianne Roberts, Deputy County Clerk

INVOCATION (Commissioner Chance)

Commissioner Chance offered the invocation.

PLEDGE OF ALLEGIANCE (Commissioner Chance)

Commissioner Chance led the Pledge of Allegiance.

APPROVAL OF AGENDA (as Amended)

On a motion by District 2 Commissioner Clint Chance and seconded by District 5 Commissioner Ben Hicks, the Board of Commissioners unanimously voted to Approve the Amended Agenda to change wording in Item 11.II and to add item 11.III.

APPROVAL OF MINUTES

On a Motion by District 4 Commissioner Steve Fuller and seconded by District 5 Commissioner Ben Hicks, the Board of Commissioners voted unanimously to Approve items 6.1 - 6.V.

6.I. Board of Commissioners Budget Work Session Minutes-May 27, 2025

6.II. Board of Commissioners Special Called Meeting Minutes-May 29, 2025

6.III. Board of Commissioners Work Session Minutes-May 29, 2025

6.IV. Board of Commissioners Meeting Minutes-June 3, 2025

6.V. Board of Commissioners Executive Session Minutes-June 3, 2025

SPECIAL PRESENTATIONS

**7.I. Swearing in of the Carroll County Fire Rescue Chief, Dave Wade
- Chairman Morgan**

**7.II. Dizzy Dean State Champions for 10U Division
- Chairman Morgan**

PUBLIC COMMENTS: Public comments are an opportunity for the public to address the Commission with any issues or concerns they may have. All remarks should be directed to the Chairman and not to individual commissioners, staff, or citizens in attendance. Members of the public shall not make inappropriate or offensive comments. Any individual who violates the rules of decorum may be removed from the meeting. At this time the Board will not comment nor will the Board take any action on the comments..... speakers are limited to 3 minutes.
Rodney Brown spoke about area Nursing Home concerns.

ZONING SESSION: The applicant or anyone speaking in favor of the application/request shall be allowed a TOTAL of ten minutes to present their request. Anyone opposed to the request shall also have a TOTAL of ten minutes to present their opposition. (If there are multiple speakers for or against an application, ask them to please be mindful to allow for others to speak, should

they wish to do so.) Anyone speaking for or against the application shall be allowed a TOTAL of five minutes to speak in rebuttal.

9.I. Rezoning Request- Whooping Creek Rd.

**Z-25-06-01: Rezoning Request for .6 acres from Residential (R1) to Commercial, to combine with an adjacent property for a landscaping business at 224 Whooping Creek Rd. Parcel #111-0521, Land Lot 254 of the 5th District. Applicant/Owner: Sara Popphan. Commission District 4.
*-Ben Skipper, Director of Community Development***

On a motion by District 4 Commissioner Steve Fuller and seconded by District 5 Commissioner Ben Hicks, the Board of Commissioners voted unanimously to Approve.

CONSENT AGENDA: Items under this action were discussed at the public Work Session on Thursday, June 26, 2025, now available for view on www.carrollcountyga.gov and will be presented for consideration as a single item. Only one vote will be taken

On a motion by District 5 Commissioner Ben Hicks and seconded by District 4 Commissioner Steve Fuller, the Board of Commissioners voted unanimously to Approve the five (5) items on the Consent Agenda.

**10.I. Agricultural Conservation Easements – Castleberry Application
Consideration of Gary Castleberry’s Application for the Federal
Agricultural Conservation Easement Program – Agricultural Land
Easement (ACEP-ALE)**

-Kelly Hagan, AG Advisory Committee

10.II. Financial Audit – Engagement Letter for Audit Services

Consideration of Engagement Letter with Rushton and Company, LLC to perform Carroll County’s Financial Audit for Fiscal Year End June 30, 2025

-Alecia Searcy, Finance Director

10.III. Fire Rescue-Equipment Donation Resolution

Consideration of Resolution to declare Sutphen Pumper no longer serviceable and authorize the Chairman to take all necessary action to donate the Sutphen Pumper to the Harris County Board of Commissioners for use by its volunteer fire department

-Dave Wade, Carroll County Interim Fire Chief

10.IV. Hazard Mitigation Grant

Consideration of acceptance of Hazard Mitigation Grant with Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for nine fixed generators to be located at Carroll County Fire Station #1, 2, 4, 5, 7, 8, 12, 14 and 15 in the amount of \$517,852.28, with local match of

\$172,617.43 to be funded from '21 SPLOST funds, and authorize the Chairman to take all necessary action in connection therewith including execution of the Recipient – Subrecipient Grant Agreement and the agreement with the electrical subcontractor.

-Dave Wade, Interim Fire Chief

10.V. Transit Contract Renewal FY 25-26

Consideration of Section 5307/5311 Public Transportation Service Agreement for the operation of Three Rivers Regional Transit System between the Board of Commissioners of Carroll County and Three Rivers Commission for the period beginning July 1, 2025 and ending June 30, 2026 for the annual local match of \$70,000, and authorize the Chairman to execute the Agreement

-Stacey Blackmon, County Attorney

BUSINESS SESSION

11.I. Recreation Department Cement Repair Light Poles

Consideration for the approval of the assessment and necessary repair of light poles at the Recreation Complex with funding allocated from capital improvements funds previously designated for the electrical and lighting renovation project not to exceed the amount of \$35,000 and to authorize the Chairman to execute the agreements and to take all other necessary actions in connection therewith.

- Thad Ferguson, Recreation Director

On a motion by District 2 Commissioner Clint Chance and seconded by District 4 Commissioner Steve Fuller, the Board of Commissioners voted unanimously to Approve.

11.II. Recreation Department - Roof Repair

Consideration for approval of the roof replacement of the baseball and softball concession/storage buildings, with funding to be provided from ~~'21 SPLOST funds~~ Capital Project Funds (amended) \$21,150 plus the cost of additional plywood needed not to exceed a total of \$25,000 and to authorize the Chairman to execute the agreements and to take all other necessary actions in connection therewith.

- Thad Ferguson, Recreation Director

On a motion by District 2 Commissioner Clint Chance and seconded by District 4 Commissioner Steve Fuller, the Board of Commissioners voted unanimously to Approve.

11.III. County Clerk Appointment (Amendment to add to Agenda)

Confirmation of Chairman's appointment of Sandra Huey as County Clerk.

MINUTES
CARROLL COUNTY, GEORGIA
Board of Commissioners MEETING
Tuesday, July 8, 2025 – 6:00 PM

-Chairman Michelle Morgan

On a motion by District 2 Commissioner Clint Chance and seconded by District 5 Commissioner Ben Hicks, the Board of Commissioners voted unanimously to Approve.

ADJOURNMENT

There being no further business to come before the Board of Commissioners, the same was adjourned at 6:31 p.m. on a motion by District 2 Commissioner Clint Chance and seconded by District 4 Commissioner Steve Fuller, vote Yes 7, No 0, Abstained 0.

Respectfully Submitted:

Dianne Roberts, Deputy Clerk

Michelle Morgan, Chairman

RESOLUTION

Addressing the Needs of Individuals with Mental Illness in the Criminal Justice System

WHEREAS, counties routinely provide treatment services to millions of people with serious mental illnesses who are booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses who require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, Carroll County, like all counties, takes pride in its responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, Carroll County has demonstrated its commitment to addressing the needs of individuals with mental illness who encounter the criminal justice system by using SPLOST funds to create a mental health wing at the county jail, and

NOW, THEREFORE, LET IT BE RESOLVED, THAT Carroll County hereby commits to renew its efforts to address the needs of people with mental illnesses in our criminal justice system for the purpose of reducing the number of individuals with mental illness who are booked into jail, reducing the length of time they stay in jails, increasing treatment connections in jail and the community, and reducing recidivism. Achievement of this purpose will be best supported by building cross-sector collaboration and identifying areas of opportunity to better leverage existing assets and resources and target new investments. Our efforts will endeavor to include the following strategies.

- Convene or draw on a diverse team of leaders and decision makers from multiple organizations in the community that are committed to helping individuals with mental illness and safely reducing the number of people with mental illnesses in jails.

- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk and use that baseline information to guide decision making at the system, program, and case levels.
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and support in the community.
- Develop plans with measurable outcomes that draw on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Implement research-based approaches that advance plans.
- Create a process to track progress using data and information systems, and to report on successes.

SO RESOLVED, this _____ day of _____, 2025.

CARROLL COUNTY BOARD OF COMMISSIONERS

By: _____

Michelle Morgan, Chairman

ATTEST: _____

Dianne Roberts, Deputy Clerk to the Commission

C-25-07-01

Applicant: Georgia Power Co/Diamond Communications, LLC.

Site Location: 60 Glenloch Rd. Parcel #083-0009

Commission District 5



Community Development, Zoning Division

Synopsis:

The applicant is proposing a Conditional Use request to construct a 245 feet tall telecommunication tower and support facility at 60 Glenloch Rd.

Current Zoning: Agriculture

Future Land Use: Trans/Comm/Util



Staff submits the following Factors:

1. The site is currently utilized by Georgia Power to house a terminal station.
2. There is a need for better cellular coverage in the south end of the county.
3. The applicant will need to seek a variance on the tower height if approved.



★ Subject parcel

Staff Recommendation

Zoning staff recommends APPROVAL.



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30117
(770) 830-5861

CONDITIONAL USE APPLICATION

Date Received: _____

Received by: _____

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

APPLICANT

Applicant Name: Diamond Communications, LLC c/o Mattanah S. Jahn, P.A.
Address: 935 Main Street, Suite C4 **City:** Safety Harbor **State:** FL **Zip:** 34695
Phone: (727) 773 - 2221 **Fax:** (727) 773 - 2616 **Email:** mjahn@thelawmpowered.com; vclark@thelawmpowered.com
Agent Name: Mattanah S. Jahn, Esq.
Address: 935 Main Street, Suite C4 **City:** Safety Harbor **State:** FL **Zip:** 34695
Phone: (727) 773 - 2221 **Fax:** (727) 773 - 2221 **Email:** mjahn@thelawmpowered.com; vclark@thelawmpowered.com
Owner Name (If different from applicant): Georgia Power Co
Address: 935 Main Street, Suite C4, Safety Harbor, FL 34695
Phone: (727) 773 - 2221 **Fax:** (727) 773 - 2221
(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

PROJECT

Project Name: GA569 Milligan Creek
Conditional Use Location (attach location map): Please see Cover Letter and Site Plan Set
Proposed Use: Communication Tower
Square Footage of Proposed Residence: 3600 Sq Ft
(must be at least 1,230 square feet)
Total acreage: 16.53
Describe Proposed Conditional Use: Diamond respectfully requests approval to construct a 245' AGL Lattice Communication Tower and Support Facility on Parcel 083 0009. Please see the attached Cover Letter and Site Plan Set.

Staff Use Only

Land Lot _____ of the _____ District, Carroll County Tax Map _____ Parcel _____

Revision Date: 3-4-2020



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30117
(770) 830-5861

SPECIFIC INFORMATION

Describe how the proposed Conditional Use will affect: Please see Cover Letter

Traffic:

Parking:

Availability of Public Facilities/Utilities:

Other relevant Impacts of the Proposal:

Describe how the proposed Conditional Use will be a benefit to the public. Please see Cover Letter

Required Materials to Accompany the Application:

1. Completed application and the fee.
2. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
3. All required items listed in the **Submittal Requirements checklist**.

Return Form to:

Department of Community Development
997 Newnan Rd
Carrollton, Georgia 30117

For Department Use Only

Application No: _____
Filing Fee: _____
Pre-Application Conf: _____
Date Advertised: _____
Date Notices Sent: _____
PC Public Hearing Date: _____
BoCC Public Hearing Date: _____
Disposition: _____
Approved by Resolution #: _____

Revision Date: 3-4-2020



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30117
(770) 830-5861

SKETCH OF PROPERTY

Please check:

☒

COMMERCIAL

☐

OTHER: _____

- Provide a sketch of the proposed building location, driveway, septic tank location, and all other structures.
- Show the **dimensions** of the lot and all setbacks from the house and other structures to all property lines.
- The front setback shall always be measured from the centerline of the frontage road(s).
- Show location of any wells, trash pits, and all easements (drainage or utility) located on the property.
- Show distance to nearest stream or lake on property. If not within 200 feet of a stream or lake, please note.

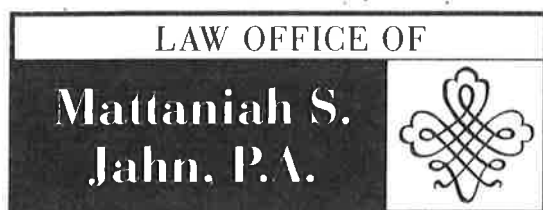
Provide a complete listing of all existing structures that are now on the property: Please see Site Plan Set - Survey Sheets 1 and 2

Describe the type of structure that you plan to build: *(If a residence, must be at least 1,230 sf unless expressly approved by the Board of Commissioners)* Diamond respectfully requests approval to construct a 245' AGL Lattice Communication Tower and Support Facility on Parcel #083 0009. Please see the attached Cover Letter and Site Plan Set.

Is this a multiple road frontage lot? No

Please see attached Site Plan Set

Revision Date: 3-4-2020



935 Main Street, Suite C4
Safety Harbor, FL 34695
Telephone: (727) 773-2221
Facsimile: (727) 773-2616

SENT BY EMAIL WITH SHARE LINK

May 22, 2025

Carroll County Georgia
Department of Community Development
Ben Skipper, Director
997 Newnan Rd.
Carrollton, GA 30117
cgargan@carrollcountyga.gov

**RE: Diamond Communications LLC– GA569 Milligan Creek
Parcel: 083 0009
Conditional Use and Variance Application Request for a
245' AGL Lattice Communication Tower**

Dear Mr. Skipper:

On behalf of my client, Diamond Communications, LLC (Diamond), please find the included Conditional Use and Variance applications to allow a 245' AGL lattice style telecommunication tower and support facility on Parcel: 083 0009 along with supporting documentation:

1. Cover Letter / Project Narrative (this document)
2. Conditional Use Application
3. Variance Application
4. Agent of Record Affidavits:
 - a. Conditional Use
 - Carroll County: Georgia Power Co to Mattaniah S. Jahn
 - Law Office Form: Georgia Power Co to Mattaniah S. Jahn
 - Law Office Form: Diamond Communications to Mattaniah S. Jahn
 - b. Variance
 - Carroll County: Georgia Power Co to Mattaniah S. Jahn
 - Law Office Form: Georgia Power Co to Mattaniah S. Jahn (same document used for Conditional Use)
 - Law Office Form: Diamond Communications to Mattaniah S. Jahn (same document used for Conditional Use)
5. Property Card
6. Property Card Aerial
7. Deed

8. Memorandum of Lease
9. Letter of Intent to Collocate
10. Colocation Affidavit
11. Legal Descriptions
12. Title Report
13. Photo Simulations
14. FAA Determination of No Hazard
15. Boundary Survey - 1 Digitally signed and sealed PDF
16. Site Plan Set - 1 Digitally signed and sealed PDF

Summary of Request

Diamond respectfully requests Conditional Use and Variance approvals for Parcel: 083 0009, to allow the construction of a 245' AGL lattice style telecommunication tower ("Lattice") and related fenced compound and power meter/telco rack. The parent parcel is developed as a Georgia Power Substation and Switching Station, it is located at the intersection of Glenloch Rd. and Old Hwy 27 South. Southern Linc will be the anchor tenant, a division of Georgia Power, and provides wireless communications service to Georgia Power field employees and systems as well as the general public. Southern Linc is attempting to solve a gap in wireless connectivity for Georgia Power field employees and systems in this portion of the County around Roopville. The parent parcel is 16.53 Acres and Diamond's leased area consists of 3,650 square feet. The parent parcel currently carries a Transmission/Communication/Utilities Future Land Use designation and an Agricultural zoning designation.

Applicable Land Development Code (LDC)

Sec. 102-9. Miscellaneous districts/use requirements/procedure.

...

9.3. Telecommunication Antennae and Tower Ordinance.

1.0 Purpose.

...

3.0 General provisions.

3.1 Application of a building permit for a telecommunications structure.

1. It shall be unlawful for any person, firm, or corporation to erect, construct, or place any support structure, alternative tower structure, or antenna array without first making application for a telecommunications structure permit. To re-erect, replace, or repair any support structure an application for and issuance of a building permit by the county community development department is necessary.

Noted.

2. Fees for telecommunications structure permits are posted in the fee schedule in the planning and zoning office of the county and approved by the board of commissioners.

Diamond respectfully requests a Conditional Use and Variance approval for a 245' lattice style telecommunication tower to support Southern Linc's antennas on a parcel developed as a Georgia Power substation and switching station. Please see Sheet C0 as well as the enclosed Letter of Intent.

...

3.4 Requirements for a building permit to construct a telecommunications structure.

1. Complete application to planning and zoning office in the county administrative office building.

Diamond will provide a building permit application, upon County Staff's request, for processing with the enclosed Conditional Use and Variance application.

2. Applications must include:
 - a. Site plan which includes: north arrow, location of tower on site, topography of site, setbacks, height of structure, equipment facilities, access to site, adjacent roads and adjacent property.

Please see Sheets C0, C1, C2, C3, and C6 of the enclosed Site Plan Set.

- b. Applicant shall certify in writing that the proposed telecommunications structure meets all FAA and FCC standards and regulations.

The Lattice will comply with FAA and FCC safety standards. Please see the enclosed FAA Determination of No Hazard to Air Navigation.

- c. Aerial photo of the parcel from the county tax maps.

Please see Sheet C0.

- d. A general description of the geographic area that the telecommunications structure will provide coverage.

Please see this Cover Letter/Project Narrative.

- e. Any information that is required by other sections in this chapter.

Noted.

- f. Potential for co-location on the support structure.

The Lattice will be designed to support Southern Linc's (Georgia Power's) antennas as well as an additional colocation.

3.5 *Setbacks.* Support structures and alternative towers structures shall conform to the following setback requirements:

1. In agricultural districts, support structures must be set back a minimum of the greater of 100 feet or 50 percent of tower height from the right-of-way and nearest property line.

The Lattice will be set back as follows:

Lattice:	Required:	Provided:
North:	123'	512'
Southwest:	123'	228'
Northeast:	123'	440'
West:	123'	260'

Therefore, the Lattice will exceed the LDC required setbacks. Please see Sheets C0 and C1.

2. In residential districts, towers must be set back a minimum of the greater of 100 feet or 50 percent of tower height plus one additional foot for each one foot of tower height in excess of 85 feet from the right-of-way and nearest occupied structure.

N/A – The Lattice will be constructed on a parcel zoned Agriculture. Please see Sheet C1. However, the nearest residential structure is located 539' to the west south west, which exceeds the requested 283' separation.

3. In commercial and office/institutional districts, support structures must be set back a minimum of 100 feet from the right-of-way and 20 feet from each property line.

N/A – The Lattice will be constructed on a parcel zoned Agriculture. Please see Sheet C1.

4. In industrial districts, support structures must be set back a minimum of 100 feet from the right-of-way and 20 feet from any property line.

N/A – The Lattice will be constructed on a parcel zoned Agriculture. Please see Sheet C1.

3.6 *Setbacks for alternative tower structures.* Alternative tower structures shall not mount antennae array or appurtenances so as to extend over property lines.

N/A.

3.7 *Security fencing.* A telecommunications structure, except alternative tower structures, shall be enclosed by a security fence of not less than six feet in height and equipped

with an appropriate anti-climbing device; a three strand barbed wire or rolled razor wire attached to a security fence is an appropriate anti-climbing device. However, the governing authority reserves the right to impose stricter measures, as it deems appropriate; nothing herein shall prevent fencing which is necessary to meet other requirements of state and federal regulations.

The base of the Lattice will be enclosed by an 8' tall chain link fence with three strands of barbed wire on top and a locked gate. Please see Sheets C3 and C4.

3.8 *Structural integrity.* To ensure the structural integrity of towers, the owner of a tower shall ensure that the tower withstands a 100 m.p.h. wind, six-inch snow load, and is maintained in compliance with standards contained in applicable local building codes and the electronic industries association/telecommunications industries standards for steel antenna towers and antenna supporting structures (or equivalent), as amended. If upon inspection, a tower fails to comply with such codes and standards and constitutes a danger to persons or property in the opinion of the community development director, then upon notice being provided to the tower's owner, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said 30 days, the governing authority may have the structure removed at owner's expense.

The Lattice will comply. Please see Sheet T1, Code Compliance Statement.

4.0 *Supplemental regulations.*

4.1 *Interference with public safety telecommunications.*

1. No new or existing telecommunications service shall interfere with public safety telecommunications. Before the introduction of new service or changes in existing service, telecommunication providers shall notify the county community development director in writing at least ten calendar days in advance of such changes.
2. Applicants for a telecommunications structure shall be required to provide information on the projected power density of the facility.
3. All telecommunications structures must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government having authority over telecommunication structures and frequencies.

The Lattice will not interfere with public safety telecommunications. Rather, it will support public safety telecommunications by providing wireless connections for Georgia Power's field employees and systems.

4.2 *Abandonment.* A telecommunications structure may be determined to be abandoned because of discontinued use or falling into disrepair or noncompliance because of neglect of maintenance according to the standards set forth in this chapter.

1. *Abandonment because of discontinued use.* A telecommunication structure shall be determined to be abandoned if the structure becomes more than 25 percent damaged and the owner fails to repair the same within six months or if the structure falls into

a like disrepair from vandalism, neglect, or collapse so as to discontinue all telecommunications service for a period of nine months. Within 90 days after notice from the governing authority that a structure has been considered abandoned, the owner of the structure shall either reestablish use of the site or remove all equipment, support structures and appurtenances.

2. *Abandonment due to disrepair or noncompliance.* In the event a telecommunications structure falls into disrepair or noncompliance because of neglect of maintenance, the facility shall be determined to be abandoned if repairs are not effected to restore compliance within 30 days after written notice of noncompliance from the community development director. Failure to comply within 30 days shall result in expiration by limitation of prior approvals for the facility.
3. *Expiration of prior approvals.* Any proposal to reestablish the telecommunication structure after failure to comply with restoration of facilities because of disrepair or neglect, shall be treated as a new application subject to reviews, approvals and fees required by this chapter.
4. *Liability for noncompliance.* No time period stated herein shall relieve the owner of a telecommunication structure from responsibility to maintain a safe facility.
5. If applicable, a copy of relevant portions of a signed lease which requires the applicant to remove the tower and associated facilities upon cessation of operations at the site shall be submitted at the time of application. In the event that a tower is not removed at the cessation of operations at a site, the tower and associated facilities may be removed by the governing authority and the costs of removal assessed against the property.

Noted. Please see Sheet N1.

...

- 5.0 *Development standards for telecommunications structures.* A conditional use permit is required for telecommunications structures in all zoning districts except industrial, and except as provided in section 4.4. However, no permit shall be required for co-location of additional antenna arrays on existing telecommunications structures; provided the co-location does not increase the height of the existing support structure, and the proposed addition otherwise complies with standards described herein.

Diamond respectfully requests a Conditional Use and Variance approval for a 245' lattice style telecommunication tower to support Southern Line's antennas on a parcel possessing a Transmission/Communication/Utilities future land use designation and zoned as Agriculture. The parent parcel is currently developed as a Georgia Power substation and switching station. Please see Sheet C0 as well as the enclosed Letter of Intent.

5.1 *Design requirements.*

1. *Camouflage and color required.* Whenever practical and feasible, support structures and alternative tower structures shall be designed to blend into the architecture of the building on which the same is placed through the use of color

and camouflaging treatments, except where color is otherwise dictated by federal or state authority.

While camouflaging is not feasible due to the Lattice's height, it will have a dull gray finish, which will allow it to better blend in with the electrical utility structures on the parent parcel. Please see Sheets C0 and C6, Note 3.

2. *Attachment to trees prohibited.* It is prohibited to use any tree as a support for any telecommunications structures or antenna arrays, or to use any tree to attach any metal guy or cable supporting any antenna array.

Diamond will comply.

3. *Co-location.* Whenever practical new telecommunications structures shall be designed, engineered, and constructed to facilitate co-location in surplus space by other telecommunications providers on the same structure.

The Lattice will be designed to support Southern Linc's antennas and will have surplus space to collocate an additional telecommunications provider, if necessary. Please see Sheet C6.

5.2 Landscape and buffer requirements.

1. Existing mature tree growth and natural land forms on the site shall be preserved to the extent feasible, provided, however, that vegetation which causes interference with the antenna array or inhibits access to the equipment facility may be trimmed.

Diamond respectfully requests to use the existing mature woods on the parent parcel in lieu of a planted buffer. Please see Sheet C0.

2. Landscaping shall be designed from an approved list to screen the base of a support structure and equipment facilities from the view of adjacent properties and rights-of-way. To the greatest extent feasible, existing trees and other vegetation may be used in lieu of required landscaping where approved by the community development director or the reviewing body.

Diamond intends to locate the Lattice on the edge of a wooded portion of the parent parcel and, therefore, respectfully requests to use the mature existing vegetation of on the parent parcel in lieu of clearing additional land and vegetation to plant a juvenile landscape buffer. Please see Sheet C0.

3. Additional landscaping and buffer requirements:
 - a. In residential and agricultural zones. A perimeter buffer having a depth of 20 feet is required, with a minimum of one tree per 20 lineal feet of buffer, with a minimum of 50 percent being shade trees. Retention of existing trees on site in order to meet this requirement is encouraged. Grass or other ground cover species shall be planted

on all areas of the buffer strip required which are not covered by other landscape material.

- b. In office/institutional and commercial districts, a perimeter buffer having a depth of 15 feet shall be required with the same requirements set forth in subsection 3.a.
- c. In industrial districts, a ten-foot buffer shall be required with the same requirements set forth in section 3.a.

Diamond respectfully requests to use the existing mature woods on the parent parcel in lieu of a juvenile planted buffer. Please see Sheet C0.

- 4. Maintenance. It will be the responsibility of the owner/tenant to keep all landscaping material free from disease and properly maintained in order to fulfill the purpose for which it was established. The owners of the property and any tenant on the property on which buffers and landscaping are required, shall be jointly responsible for the maintenance of all landscaping materials. Such maintenance shall include all actions necessary to keep the buffer and landscape area free from litter and debris, to keep planting healthy, and to keep planting areas neat in appearance. Any vegetation that constitutes part of the buffer or landscaping shall be replaced in the event that it dies.

Noted.

5.3 Lights.

- 1. Towers shall not be artificially lighted, unless required by FAA or other applicable authority. Lighting may be required if the tower is near a non-FAA controlled landing strip pending review by the community development director or reviewing body. If lighting is required, the tower shall not use strobe lights after sunset unless expressly required by the FAA. The reviewing body may consider the available lighting alternative and approve the design that causes the least disturbance to the surrounding views.

The Lattice is required by the FAA to be lighted due to its height. The Lattice will only have the minimum lighting necessary to meet FAA safety requirements. The lighting will be directed out and up towards aircraft and away from the ground. Please see Sheet C6 as well as the enclosed FAA Determination of No Hazard to Air Navigation.

- 2. Additional anti-climbing measures shall be utilized for support structures in residential districts when such structure has constructed thereon or attached thereto in any way any platform, catwalk, crow's nest, or like structure.

N/A, the Lattice be constructed on a parent parcel zoned Agriculture. However, the base of the Lattice will be enclosed by an 8' tall chain link fence with three strands of barbed wire on top and a locked gate. Please see Sheets C3 and C4.

5.4 *Noise*. No equipment shall be operated at a telecommunications structure that produces noise levels above 45 dB as measured from any adjacent property or right-of-way line, except for emergency situations requiring the use of backup generator, during which noise levels may be exceeded on a temporary basis. No generator shall be used prior to commercial power being delivered to the site.

Diamond will comply. Please see Sheet N1, Note 5.4.

5.5 *Signs and advertising*. The use of any portion of a tower for signs other than warning or equipment information is prohibited.

Only “No Trespassing” signage and FCC safety placarding will be located on the Lattice. Please see Sheet C5.

5.6 *Electrical*. Support structures and antenna arrays shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code as amended.

Diamond will comply. Please see Sheet T1, Code Compliance Statement.

5.7 *Co-location efforts required*.

1. A permittee shall cooperate with other telecommunications providers in co-locating additional antennae on support structures and/or on existing buildings provided said proposed co-locators have received a building permit to construct a telecommunications structure. A permittee shall exercise good faith in co-locating with other providers and sharing the permitted site. Such good faith shall include sharing technical information for evaluating the feasibility of co-location.

Diamond shall make the colocation space available at market rates. Please see the enclosed Colocation Affidavit.

2. An applicant shall certify that it has taken reasonable efforts to develop a co-location alternative for its proposal.

Colocation on a tower located on property other than lands owned by Georgia Power is not possible in this instance due to the proprietary nature of Southern Linc’s wireless service, which connects Georgia Power field employees and systems to the company’s overall systems.

3. Separation requirement. In zoning districts other than industrial or on public property, a telecommunications structure over 180 feet in height shall not be located within one-quarter of a mile from any existing telecommunications structure that is over 180 feet in height, unless such location is determined to be a hardship by the reviewing body.

Diamond respectfully requests a variance in the amount of 423' 6" (32%) so the Lattice may be located near both Georgia Power's substation and switching station. Please see Sheet C0.

5.8 Height requirements.

Zoning District	Max. Height	Setback	Landscaping Buffer
Agricultural [1] On a tract or parcel having a minimum of 35 acres [2] On a tract or parcel having a minimum of five acres and less than 35 acres	[1] 250 feet [2] 150 feet	Greater of [1] 100 feet or [2] 50 percent of tower height from the right-of-way and nearest property line.	20 feet perimeter as described in this chapter.
All Residential	130 feet	Greater of [1] 100 feet or [2] 50 percent of tower height plus one additional foot for each one (1) foot of tower height in excess of 85 feet from the right-of-way and nearest occupied structure.	20 feet perimeter as described in this chapter.
Commercial/OI	200 feet	100 feet from the right-of-way and 20 feet from each property line.	15 feet perimeter as described in this chapter.
Industrial	250 feet	100 feet from the right-of-way and 20 feet from any property line.	10 feet perimeter as described in this chapter.

Diamond respectfully proposes to construct the 245' AGL Lattice on a wooded portion of the parent 16.53 Acre parcel that is both proximate to the substation and switching station. Diamond respectfully requests a Variance to allow the additional 95' of height on the parent parcel.

6.0 Administrative review by director of community development.

- 6.1 All applications for conditional use permits, variances, and applications to re-zone shall first be submitted to the planning and zoning commission of the county.

Please see the enclosed application packet.

6.2 Administrative review of the application shall insure the following:

1. Applicant has submitted ten copies of a complete application.
2. The proposal for the support structure does not exceed height or setback requirements, unless a variance is requested on the same.
3. Applicant has complied with all requirements set forth in this chapter to include, but not limited, to all buffers, landscape, color and camouflage requirements have been met, and limited or minimal adverse visual impact to surrounding community has been achieved.
4. Applicant has submitted all required documents, reports, and certifications as set forth in this chapter.
5. An applicant may apply for a conditional use permit and variance at the same time as long as all documentation is included and applicable requirements as set forth in this Code are met.

Final approval by the director of community development, county planner, or his designee shall be in accordance with article 8 [section 102-10], (powers and duties of various officials) and article 9 [section 102-11], (administration and enforcement).

Noted.

7.0 *Conditional use permits.*

7.1 Applications for a conditional use permit to construct a telecommunications structure shall include the following:

1. A report from a qualified engineer or engineering firm from which will include:
 - a. A scaled plan and a scaled elevation view, which includes a cross section and elevation, supporting drawings, calculations, documentation showing the location and dimensions of the communications structure(s), all improvements, and appurtenances associated therewith, including information concerning support structure specifications, antenna locations, equipment facilities, topography, radio frequency coverage, and tower height requirements.

Please see the enclosed Site Plan Set.

- b. Documentation of the height above grade for all potential mounting positions for co-located antenna arrays and the minimum separation distances between antenna arrays.

Please see Sheet C6.

- c. Description of the tower's capacity and power density, including the number and type of antennae that it can accommodate.

The Lattice will support Southern Linc's proprietary antennas, which will be used to connect Georgia Power field employees and systems to the company's overall systems. The colocation will be able to support a standard cellular carrier, licensed to transmit in Carroll County. Details on power density and antenna configurations for the colocation will be unknown unless or until a carrier requests to collocate upon the Lattice. Please see the enclosed Letter of Intent.

- d. In lieu of submitting the requirements as set forth in subsection 1.a. above, the applicant may submit the manufacturer's detailed plans and specifications along with the manufacturer's certification that the telecommunications structure has been constructed according to the those plans and specifications.

The Lattice will support Southern Linc's proprietary antennas, which will be used to connect Georgia Power field employees and systems to the company's overall systems. The colocation will be able to support a standard cellular carrier, licensed to transmit in Carroll County. Details on power density and antenna configurations for the colocation will be unknown unless or until a carrier requests to collocate upon the Lattice. Please see the enclosed Letter of Intent.

- 2. A diagram or map showing the visual impact of the proposed facility, such may include photo simulations, drawings, or the like of the proposed facility from affected agricultural, residential, commercial properties, and rights-of-ways at distances of 500 feet and 1,500 feet. Site location and development shall preserve the preexisting character of surrounding buildings and land uses of the zoning district to the extent consistent with the function of the communications equipment. A telecommunications structure shall be integrated through location and design to blend in with the existing characteristics of the site to the extent practical and be located so as to minimize the obstruction of scenic views from agriculturally and residentially zoned land.

Please see Sheet C0 as well as the enclosed Photo Simulations.

3. Equipment facilities shall be architecturally designed to blend in with the surrounding environment. Ground mounted equipment shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the architectural character of the surrounding neighborhood. If such facilities cannot be located in buildings, equipment shelters or cabinets shall be screened and landscaped in conformance with this chapter.

The Lattice will be dull gray. The equipment in its compound shall consist of cabinets, which are similar in size and appearance to traffic signal control cabinets, and a backup generator. Overall, the Lattice and its compound will look consistent with the other utility structures on the parent parcel. Finally, the Lattice will be located at the edge of a wooded portion of the parent parcel, between the switching station and the substation, which will allow it to be both proximate to the facilities while being better buffered from surrounding uses. Please see Sheets C0, C1, and C2.

4. A site/landscaping plan showing the specific placement of the telecommunications structure on the site. The plan shall show locations of existing structures, trees and other significant site features, and indicate type and location of plant materials used to screen telecommunications structure components and shall show proposed colors for the telecommunications structure. Existing on-site vegetation shall be preserved or improved, and disturbance of the existing topography shall be minimized, unless such disturbance would result in less visual impact of the site to the surrounding area.

Please see Sheet C0.

5. A general description of the geographic area for which the telecommunications structure will provide coverage.

The Lattice shall serve Georgia Power field employees and systems, as well as the general public, in the Roopville area of southern Carroll County.

6. Information identifying radio frequencies to be transmitted and the projected power density of the telecommunications structure.

Diamond respectfully submits that Southern Linc's communication system is proprietary.

7. Air navigation information to include all private and public airfields, landing strips and runways within a five-mile radius of the proposed site. In the alternative, applicant shall certify that it has conducted an aeronautical study on the navigable airspace within a five-mile radius of the proposed site.

Please see the enclosed FAA Determination of No Hazard to Air Navigation.

8. Statement of security. Applicant shall submit a diagram or information regarding the required fencing, an affirmation that all equipment shall be locked and secured

to prevent unauthorized entry and a description how the structure is designed with anti-climbing features.

The base of the Lattice will be enclosed by an 8' tall chain link fence with three strands of barbed wire on top and a locked gate. Please see Sheets C3 and C4.

9. Certificate of insurance. Applicant must produce a certificate of insurance demonstrating protection against claims for bodily injury, personal injury, and property damage in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

Please see the enclosed insurance certificate.

10. Inventory of existing sites. Each applicant for an antenna or tower shall provide to the county planner an inventory of existing towers which are within one-quarter-mile of the proposed site including location, height and design of surrounding structures.

A commercial lattice telecommunication tower exists 896'6" to the North, on parcel 083 0078. There are no other towers known to exist within one-quarter mile of the Lattice. Please see Sheet C0.

11. Structural integrity. A report shall be submitted from a qualified and licensed professional engineer or engineering firm that demonstrates the tower's structural support exceeds all applicable wind and dead load standards.

Please see the code compliance statement on Sheet T1. Diamond intends to provide a detailed structural analysis at the time of building permit review.

8.0 Variance from standards.

- 8.1 The community development appeals board will have authority to grant an application for a variance in cases where strict adherence to height, size, setback, separation or other standards for communications structures and antenna will cause an applicant special difficulties that includes one or more than the following:
 1. Preclude effective transmission or reception of signals, or

Diamond respectfully submits the Lattice must be located on the parent parcel so as to allow its systems to properly interact with the parent parcel uses. Furthermore, the Lattice must be 245' AGL in order to meet Southern Line's RF objectives.

2. Results in conditions contrary to purposes of this chapter, or

Denying the Variance would prevent Southern Linc from providing reliable wireless service to Georgia Power's field employees and systems. Georgia Power's systems provide electrical service to the general public. Therefore, Diamond respectfully submits that denying the variance would be contrary to the overall intent of this chapter, which is to serve the public in a balanced and thoughtful manner.

3. Creates unnecessary hardship to the landowner, telecommunication carrier, or telecommunications providers. Said hardships shall be set forth in detail and presented in writing to the community development appeals board.

Denying the variance would prevent Southern Linc from providing reliable wireless service to Georgia Power's field employees and systems, which would effectuate a hardship on Georgia Power in its efforts to serve the public.

8.2 Scope of variance for a telecommunications structure applies to:

1. Setbacks, maximum height, size, or separation requirements; or

Diamond respectfully requests two Variances; one in the amount of 423' 6" (32%) from the requested tower to tower separation, and a second Variance allowing an additional 95' if height, so the Lattice may be located near both Georgia Power's substation and switching station. No other variance from the County's standards for telecommunication towers are included in this application. Please see Sheets C0 and C6.

2. Any other development standard, co-location requirement or other provisions of this chapter, when considered in conjunction with applicant's specific site request, where the community development appeals board finds such provisions inconsistent with purposes of these regulations or contrary to requirements of the Federal Telecommunications Act of 1996. If requested by the community development appeals board, applicant shall set forth the inconsistent provisions and contrary regulations in detail and present the same in writing to the community development appeals board.

Diamond respectfully requests two Variances; one in the amount of 423' 6" (32%) from the requested tower to tower separation, and a second Variance allowing an additional 95' if height, so the Lattice may be located near both Georgia Power's substation and switching station. No other variance from the County's standards for telecommunication towers are included in this application. Please see Sheets C0 and C6.

- 8.3 Approval of a request for a variance shall be narrowly construed and shall be based on an evaluation of the operational needs of the telecommunications provider, alternative locations and alternative tower structures upon which a proposed antenna array might be located, any co-location opportunities based upon applicant's good faith efforts respecting existing support towers within one-quarter-mile of the proposed site.

Evidence shall demonstrate that no practical alternative is reasonably available to the applicant as balanced against any detrimental effect on the surrounding properties.

Diamond is only requesting a partial relief from the tower to tower separation requirement and height cap, so the Lattice may be located near both Georgia Power's substation and switching station and meet the RF objectives for Southern Line. No other variance or waivers from the County's standards for telecommunication towers are included in this application. Please see Sheets C0 and C6.

8.4 Necessary findings for granting of a variance. A variance may be granted by the community development appeals board for antenna arrays and telecommunication structures upon finding of fact, as follows:

1. Nonresidential zoning districts such as OI (Office/Institutional), C (Commercial) or I (Industrial) may exceed applicable limits contained herein by variance based on findings of each of the following that a proposed antenna array, support structure, and related equipment facilities or appurtenances:
 - a. Is the least height and proximity to adjacent properties necessary to provide the coverage by the communications service provider and to achieve the purposes of this chapter, and

The Lattice is the minimum height necessary to collocate Southern Linc's antennas at the top. No additional height over an above Southern Linc's necessary height is requested. Further, the Lattice is located as far south on the parent parcel as possible while both being between the existing Georgia Power facilities and located within the mature vegetation on the parent parcel. If the Lattice were to be located further south on the parent parcel, it would be in the cleared area and be more visible to the public overall. Therefore, the Lattice's height and location on the parent parcel are both necessary to achieve the purpose of this chapter. Please see Sheets C0 and C6 as well as the enclosed Photo Simulations.

- b. Employs all reasonable measures to provide the visual mitigation that screen the facility from views of adjacent residences or undeveloped residential properties, and

The Lattice will have a dull gray finish and be located on the edge of a wooded portion of the parent parcel. Therefore, Diamond respectfully submits it has taken all reasonable measures to screen the Lattice from adjacent residences or undeveloped residential properties. Please see Sheet C0 as well as the enclosed Photo Simulations.

- c. Will not produce noise, vibration, odors or illumination which will adversely impact other properties in the vicinity, and

The Lattice will not produce noise, vibrations or odors. The backup generator will be fully compliant with the County's noise ordinance and located over 200' away from the nearest property line, which is an abandoned road right of way. Finally, while the Lattice is required by the FAA to be lighted due to its height, it will only have the minimum lighting necessary to meet FAA safety requirements. The lighting will be directed out and up towards aircraft and away from the ground. Please see Sheet C6 as well as the enclosed FAA Determination of No Hazard to Air Navigation.

- d. By means of design or location does not present a hazard to adjacent properties, and

The lattice will be constructed to the latest edition of the Georgia version of the IBC. Please see Sheet T1, code compliance statement.

- e. For reductions of setbacks for the telecommunications structure, the structure is designed and engineered, in the event of structural failure, not to fall beyond the radius of the reduced setback, and

N/A – Diamond is not requesting any reductions from the LDC required setbacks from property lines or neighboring lands.

- f. Does not otherwise result in significant adverse impact on the property on which the facility is located, on other properties in the vicinity, or on the community in general.

The Lattice will not result in significant adverse impact on the parent parcel, properties in the vicinity, or the community in general. Rather, the Lattice will support all three by allowing Georgia Power to more efficiently provide electricity to the public.

- 2. Residential properties. A (Agriculture), R, (Residential), MHS (Manufactured Home Subdivision), or MFR (Multi Family Residential) may exceed applicable limits contained herein by variance provided that:

- a. Each of the above findings necessary for facilities in nonresidential district applies to agricultural and residential districts and provided that the community development appeals board may hold the applicant for a variance at a proposed site in a residential zone to a higher standard than nonresidential districts to demonstrate visual mitigation, elimination of potential adverse impacts and protection of health and safety necessary to preserve the agricultural and residential character of the community.

Noted.

9.0 Review procedure.

- 9.1 Review of an application by the community development director, or his designee, shall be in accordance with section 102-10, (powers and duties of various officials) and section 102-11, (administration and enforcement).
- 9.2 Review of applicants by the community development appeals board shall be according to section 102-10, (powers and duties of various officials), section 102-11, (administration and enforcement) and section 102-13, (community development appeals board).
- 9.3 Review of applications by the planning and zoning commission shall be in accordance with section section 102-10 (powers and duties of various officials), section 102-11, (administration and enforcement) and section 102-12, (planning and zoning commission).
- 9.4 Review of applications by the carroll county board of commissioners shall be in accordance with section 102-10 (powers and duties of various officials), section 102-11, (administration and enforcement) and section 102-12, (planning and zoning commission), and section 102-14, (amendments).

Noted.

10.0 Criteria for review.

- 10.1 The following criteria shall be used by the appropriate reviewing body when making an official decision on an application.
 1. Determination of whether the applicant is in conformity with goals set forth in this chapter and the comprehensive plan.

Diamond respectfully submits the LDC is the implementation of the Comprehensive Plan, with the exception of the tower to tower separation and height cap variances, which are allowable under the LDC, the Lattice will fully comply with the Code. Therefore, Diamond respectfully submits the Lattice conforms with both the Comprehensive Plan and the LDC.

2. Determination of whether the applicant has cooperated with other telecommunications providers in co-locating additional antenna on support

structures and/or on existing buildings provided said proposed co-locators have received a telecommunications structure permit.

Colocation on a tower located on property other than lands owned by Georgia Power is not possible in this instance due to the proprietary nature of Southern Linc's wireless service, which connects Georgia Power field employees and systems to the overall company's systems.

3. Reserved.

N/A

4. A review of all other standards available to the reviewing body in article 8 [section 102-10] (powers and duties of various officials), article 9 [section 102-11], (administration and enforcement) and article 10 [section 102-12], (planning and zoning commission), and article 12 [section 102-13], (amendments).

Please see this cover letter/project narrative and the enclosed application packet.

5. No permit shall be denied on the basis of the environmental effects of radio frequency emissions to the extent that the telecommunications structure complies with FCC regulations concerning emissions.

Noted.

11.0 *Findings.* All decisions rendered by the reviewing body under a public hearing review shall be supported by substantial written evidence based upon the written record.

Noted.

12.0 *Action by board of commissioners.*

- 12.1 Following its public hearing on the application the board of commissioners may:
1. Adopt the proposed amendments as presented in the application.
 2. Adopt the proposed amendment as revised or supplemented by conditions of approval established by the board; said revisions may include, if the proposed amendment is for the rezoning of property, rezoning to the proposed zoning district with conditions or rezoning to any other less intense zoning district with or without conditions;
 3. Deny the proposed amendment as presented in the application in whole or in part; or
 4. Table the proposed application for more evidence until the next scheduled meeting.

13.0 *Timing of decision.*

- 13.1 The reviewing body shall render a decision on the review request within 45 days of the date of the public advertisement for review before the reviewing body, unless the reviewing body can demonstrate that more time is required.

Noted.

14.0 *Appeals.*

- 14.1 If the application is denied by the community development appeals board after the final public hearing, the applicant shall appeal by certiorari to the superior court.
- 14.2 If the application is denied by the county commission after the final public hearing, the applicant shall appeal as prescribed by law.

Noted.

15.0 *Legal status provisions.*

- 15.1 *Noncompliance.* Noncompliance of characteristics of structures and site development created by the application shall not in any way limit the legal use of the property, nor in any manner limit the repair, maintenance, or reconstruction of a noncomplying characteristic or feature; however, in no instance shall the degree of noncompliance be increased except as otherwise permitted by this chapter.
- 15.2 *Notice.* Notice of violations will be sent by registered mail to the owner and he will have 30 days from the date the notification is issued to make repairs. The owner will notify the community development department that the repairs have been made, and as soon as possible thereafter, another inspection will be made and the owner notified of the results.
- 15.3 *Violations.* Any person who shall violate any of the provisions of this chapter shall be guilty of a misdemeanor.

Noted.

...

Sec. 102-12. Planning commission.

...

12.9. *Conditional uses.*

1. Procedure—Contents. ...
7. In addition to general district, the board of commissioners shall consider, at a minimum, the following in its determination of whether or not to grant a conditional use permit:

- a. Whether, or not there will be a significant adverse effect on the neighborhood or area in which the proposed use will be located.

The Lattice will not have a significant adverse impact upon the neighborhood or area in which it will be located. Rather, the Lattice will support the neighborhood and area of the County in and around the substation and switching station by supporting Georgia Power in its efforts to provide reliable electric power to the public. Please see the enclosed Letter of Intent.

- b. Whether or not the use is otherwise compatible with the neighborhood.

The Lattice will be the minimum height necessary to meet Southern Linc's coverage objective. Further, it will have a dull gray finish and its safety lighting will be directed out and upward towards aircraft. Finally, it will be located on the edge of a wooded portion of the parent parcel, between the substation and the switching station. Therefore, the Lattice will be compatible with the neighborhood that the substation and switching station find themselves in. Please see Sheets C0 and C6 as well as the enclosed Photo Simulations.

- c. Whether or not the use proposed will result in a nuisance as defined under state law.

O.G.C.A. § 41-1-1 defines nuisances as "anything that causes hurt, inconvenience, or damage to another" the Code goes on to state "[t]he inconvenience complained of shall not be fanciful, or such as would only affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable man."

Diamond respectfully proposes to construct a Lattice, on a parcel owned by Georgia Power and developed as both a substation and a switching station, for the purpose of connecting Georgia Power field employees and systems to the company's overall systems. The Lattice will be located on the edge of a wooded area of the parent parcel, between the substation and the switching station. It will be the minimum height necessary to meet Southern Linc's coverage objectives. Further, it will have dull gray finish, it will be lighted to the minimum extent necessary to meet FAA Safety requirements, and any backup generators will be compliant with the County's noise ordinance. As such, the Lattice will not be a public nuisance but, rather, will support the public good by helping to facilitate Georgia Power's provision of reliable electrical service to the public. Please see Sheets C0 and C6 as well as the enclosed Letter of Intent and Photo Simulations.

- d. Whether or not quiet enjoyment of surrounding property will be adversely affected.

Diamond respectfully proposes to construct a Lattice, on a parcel owned by Georgia Power and developed as both a substation and a switching station, for the purpose of connecting Georgia Power field employees and systems to the company's overall systems. The Lattice will be located within a wooded area of the parent parcel, between the substation and the switching station. It will be the minimum height necessary to meet Southern Linc's coverage objectives. Further, it will have dull gray finish, it will be lighted to the minimum extent necessary to meet FAA Safety requirements, and any backup generators will be compliant with the County's noise ordinance. As such, the Lattice will actually support the quiet enjoyment of surrounding properties by helping to facilitate Georgia Power's provision of reliable electrical service to the public. Please see Sheets C0 and C6 as well as the enclosed Letter of Intent and Photo Simulations.

- e. Whether or not property values of surrounding property will be adversely affected.

The lattice will support property values of surrounding properties by helping Georgia Power provide reliable electrical service to them. Please see Sheet C6 as well as the enclosed Letter of Intent.

- f. Whether or not adequate provisions are made for parking and traffic considerations.

The Lattice will be unstaffed and will typically generate only one trip, per user, per month. Technician parking will be provided in the driveway at the Lattice's compound gate. Therefore, Diamond respectfully submits adequate provisions exist for both traffic and parking for the Lattice. Please see Sheet C1.

- g. Whether or not the site or intensity of the use is appropriate.

The Lattice is proposed on a parcel owned by Georgia Power and developed as both a substation and a switching station, for the purpose of connecting Georgia Power field employees and systems to the company's overall systems. Further, the Lattice will be located within a wooded area of the parent parcel, between the substation and the switching station. As such, Diamond respectfully submits the site intensity of the use is appropriate.

- h. Whether or not special or unique conditions overcome the board of commissioners' general presumption that residential neighborhoods should not allow noncompatible business uses.

As discussed above, the Lattice is neither an incompatible use nor a business use. Rather, it is an institutional use that has been carefully designed to help Georgia Power in its efforts to provide reliable electrical utility services to the public. Please see Sheet C0 as well as the enclosed Letter of Intent and Photo Simulations.

- i. Whether or not adequate provisions are made regarding hours of operation.

N/A – the Lattice will be unstaffed and, therefore, will not have hours of operation.

- j. Whether or not adequate controls and limits are placed on commercial and business deliveries.

N/A – the Lattice will be unstaffed and, therefore, will not generate commercial and business deliveries. The Lattice will typically generate one trip per colocation per month, typically in a pickup truck sized vehicle.

- k. Whether or not adequate landscape plans are incorporated to ensure appropriate transition.

Diamond respectfully requests to use the existing mature woods on the parent parcel in lieu of a planted buffer. Please see Sheet C0.

- l. Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.

Diamond respectfully submits the Lattice will further the public health, safety, welfare, and moral concerns of this portion of Carroll County as it will help facilitate Georgia Power in its efforts to provide electricity to the public.

- m. Whether the applicant can vary from any minimum required lot size requirement.

N/A – the parent parcel exceeds the minimum lot size requirement for Agriculture zoning.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,



Mattaniah S. Jahn, Esq.
MSJ/vlc
Enclosures



4/14/25

Carroll County

RE: Proposed Communications Tower at Roopville Substation
60 GLENLOCH Roopville, GA 30170
GA569 Milligan Creek

To Whom It May Concern;

Georgia Power writes to express its support of expanding wireless broadband throughout the communities it serves. Georgia Power has engaged Diamond Communications ("Diamond") to market or otherwise use certain Georgia Power properties for communications tower construction and/or collocation opportunities related to future usage by wireless carriers.

Regarding the above-referenced facility, Georgia Power has entered into a ground lease agreement which authorized Diamond to develop a 241' self-support lattice tower at the Roopville Substation property. Under the lease, Diamond is authorized to make application(s) with Carroll County or any other applicable governmental jurisdiction to construct such a tower on the Property. Additionally, Georgia Power has reserved certain rights to collocate its equipment on the proposed tower in order to serve Georgia Power's communication, maintenance and operational needs related to the power grid and service to Georgia Power's customers. For example, the above-referenced tower will be utilized by Georgia Power to enhance the future Long-Term Evolution (LTE) coverage for Southern LINC, a Georgia Power affiliate, which generally serves as a communication system for not only Georgia Power and its affiliates' employees, but also the general public.

Sincerely,

Keith Williams

C. Keith Williams

Telecom Manager

cc: Scott Von Rein, Diamond Communications



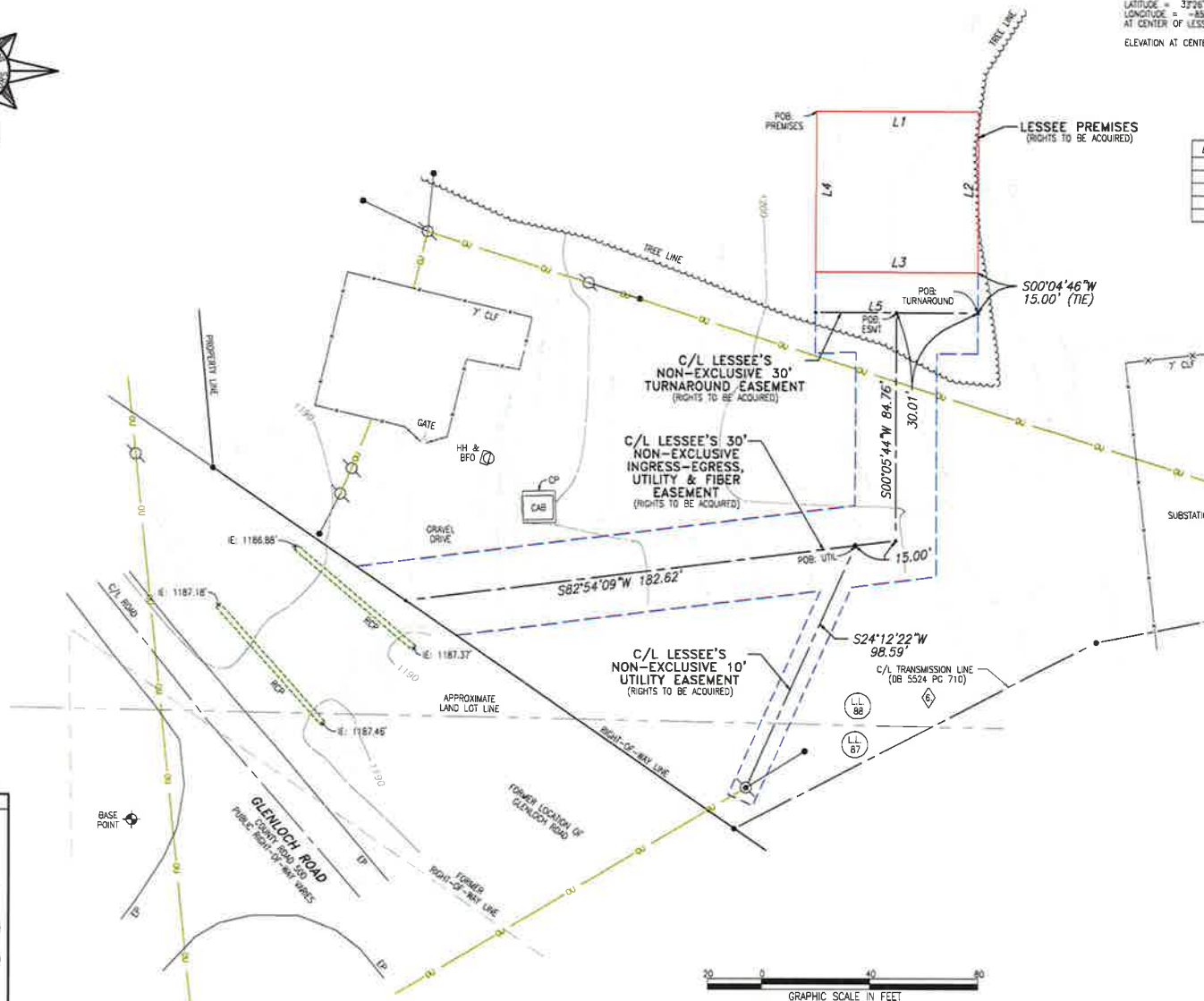
SITE INFORMATION

LESSEE PREMISES = 3,600 SQUARE FEET (0.0826 ACRES)
LATITUDE = 33°26'36.96" (NAD 83) (33.4436007)
LONGITUDE = -85°07'56.89" (NAD 83) (-85.1324697)
AT CENTER OF LESSEE PREMISES
ELEVATION AT CENTER OF LESSEE PREMISES = 1201.9' AMSL



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°55'14"E	60.00'
L2	S00°04'46"W	60.00'
L3	N89°55'14"W	60.00'
L4	N00°04'46"E	60.00'
L5	N89°55'14"W	60.00'



LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
HP	IRON PIN FOUND
CH	CHAINED MEASUREMENT
CL	CHAIN OR FORMERLY
CL	CENTERLINE
CL	CHAIN LINE FENCE
CL	EDGE OF PAVEMENT
CL	OUTROAD UTILITY
CL	REINFORCED CONCRETE PAVE
CL	INVERT (ELEVATION)
CL	CONCRETE PAV
CL	MANHOLE
CL	BURIED FIBER-OPTIC MARKER
CL	TIME HYDRAUT
CL	CONCRETE MONUMENT FOUND
CL	TELECOM PEDestal
CL	UTILITY POLE
CL	OUT WIRE ANCHOR
CL	LIGHT POLE
CL	BENCHMARK

GRAPHIC SCALE IN FEET
SCALE: 1" = 40' (11x17)

SURVEY NOT VALID WITHOUT SHEETS 1 & 3 OF 3

NO.	DATE	REVISION
1.	08/06/2024	LEASE SIZE - AJT
2.	09/09/2024	TITLE

EXHIBIT SURVEY PREPARED BY:
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



EXHIBIT SURVEY PREPARED FOR:

Diamond Communications
120 MOUNTAIN AVE.
SPRINGFIELD, NJ 07081

MILLIGAN CREEK
SITE NO.
CA569
LAND LOTS 87 & 88,
11TH DISTRICT
CARROLL COUNTY, GEORGIA

DRAWN BY: AJT
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: JUNE 17, 2024
P22 JOB # 240731GA OF 3

2



PARENT PARCEL

OWNER: GEORGIA POWER COMPANY
SITE ADDRESS: 60 GLENLOCH RD, ROOFVILLE, GA 30170
PARCEL ID: 083 0009
ZONED: A - AGRICULTURE
ALL ZONING INFORMATION SHOULD BE VERIFIED
WITH THE PROPER ZONING OFFICIALS
REFERENCE: DEED BOOK 361 PAGE 659

OLD HWY 27 S
PUBLIC RIGHT-OF-WAY

POC: IF 1/2" CRB
(GEORGIA POWER CO.)
N=1754487.8308
E=2001669.8482

PARENT PARCEL
GEORGIA POWER COMPANY
PARCEL # 083 0009
ZONED A
DB 361 PG 659

N/E
JILL M. RIVERS
PARCEL # 083 0114
ZONED A
DB 360 PG 242
1.11 ACRES
10.04 PG 68

LESSEE PREMISES
(SEE SHEET 2 FOR DETAIL)

POB
PREMISES

N/E
JA. RALEY, LLC
PARCEL # 083 0010
ZONED A
DB 8152 PG 214
DB 870 PG 89

APPROXIMATE
LAND LOT LINE

RIGHT-OF-WAY LINE
FORMER LOCATION OF
GLENLOCH ROAD

POSITION OF
175 ACRES
10.04 PG 68

GLENLOCH ROAD
PUBLIC RIGHT-OF-WAY LINES

ROOFVILLE BYPASS
PUBLIC RIGHT-OF-WAY LINES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION.
ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

DAVID M. MILLER, GEORGIA PROFESSIONAL LAND SURVEYOR #3433
POINT TO POINT LAND SURVEYORS, INC.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE
PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

GRAPHIC SCALE IN FEET
SCALE: 1" = 150' (11x17)

GNSS NOTES

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS
SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95%
CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.02 FEET (HORZ) 0.20 FEET (VERT)
TYPE OF EQUIPMENT: CARLSON BRX7 BASE AND ROVER, DUAL FREQUENCY
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE
DATE OF SURVEY: 06/13/2024
DATUM / EPOCH: NAD 83 / 2011 (EPOCH: 2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOD MODEL: 1B
COMBINED GRID FACTOR(S): 0.99994715 CENTERED ON THE BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -0.3368000
BENCHMARKS USED: DM5373, DM4625, DM3485

SITE

VICINITY MAP NOT TO SCALE

GENERAL NOTES

THIS EXHIBIT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY.
THIS EXHIBIT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF DIAMOND
COMMUNICATIONS AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASED
PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE
USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFER OF THE
PARENT PARCEL, NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY
INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND
DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL
WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM
ROBOTIC AND CARLSON BRX7 BASE AND ROVER [DATE OF LAST FIELD VISIT:
06/13/2024]. SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EXHIBIT SURVEY
ARE ADJUSTED TO NAVD 83 DATUM (COMPUTED USING GEOID18) AND HAVE A
VERTICAL ACCURACY OF $\pm 0.5'$. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA
ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EXHIBIT SURVEY ARE BASED ON GRID NORTH (NAD
83) GEORGIA WEST ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA
DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY
FLOOD NO.: 1304500360 DATED: 08/19/2007.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS EXHIBIT SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING
OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE
GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES
THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN
THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES
NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS
POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY
LOCATED ANY UNDERGROUND UTILITIES.

CERTIFICATE OF AUTHORIZATION: LSF000843

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES
AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



NO.	DATE	REVISION
1.	08/06/2024	LEASE SIZE - AJI
2.	09/09/2024	TITLE

EXHIBIT SURVEY PREPARED BY:
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EXHIBIT SURVEY PREPARED FOR:



120 MOUNTAIN AVE.
SPRINGFIELD, NJ 07081

MILLIGAN CREEK

SITE NO.

GA569

LAND LOTS 87 & 88,
11TH DISTRICT
CARROLL COUNTY, GEORGIA

DRAWN BY: AJI	SHEET:
CHECKED BY: JKL	1
APPROVED: D. MILLER	
DATE: JUNE 17, 2024	
P2P JOB #: 240731GA	OF 3



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30116
(770) 830-5861

C-25-07-01

CONDITIONAL USE

COMMISSION DISTRICT: 5

PLANNING COMMISSION MEMBER: Paul DeMent

COUNTY COMMISSIONER: Ben Hicks

PUBLIC HEARING DATES

PLANNING COMMISSION: July 15, 2025

BOARD OF COMMISSIONERS: August 5, 2025

REQUEST: Conditional Use request to construct a 245 feet tall telecommunication tower and support facility.

APPLICANT: Ga Power Co./Diamond
Communications LLC

ACREAGE: 16.94

PARCEL NUMBER(S): 083-0009

LOCATION: 60 Glenloch Rd

Current Zoning: Agriculture

Future Land Use: Trans/Comm/Util

PROJECT DESCRIPTION: The applicant is requesting a Conditional Use request to construct a 245 feet tall telecommunication tower and support facility. The maximum height for this parcel is 150ft. The applicant has also applied for a variance for the tower height which will be voted on at the August 7th meeting.

SURROUNDING PROPERTIES:

	Current Zoning	Land Use
North	Agriculture	Residential
East	Agriculture	Vacant
South	Agriculture	Vacant/Residential
West	Agriculture	Residential



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30116
(770) 830-5861

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING CONDITIONAL USE PERMITS:

A. Whether or not there will be a significant adverse effect on the neighborhood or area in which the proposed use will be located.

The proposed use would not have an adverse effect on the neighborhood.

B. Whether or not the use is otherwise compatible with the neighborhood.

The proposed use would be compatible with the neighborhood.

C. Whether or not the use proposed will result in a nuisance as defined under state law.

The proposed use will not result in a nuisance as defined under state law.

D. Whether or not quiet enjoyment of surrounding property will be adversely affected.

The quiet enjoyment of surrounding property would not be affected.

E. Whether or not property values of surrounding property will be adversely affected.

The surrounding property values could be affected.

F. Whether or not adequate provisions are made for parking and traffic considerations.

Would not affect.

G. Whether or not the site or intensity of the use is appropriate.

Yes, it would be appropriate if approved. The parcel already has utilities on it.

H. Whether or not special or unique conditions overcome the board of commissioners' general presumption that residential neighborhoods should not allow non-compatible business uses.

There are no special or unique conditions to this request.

I. Whether or not adequate provisions are made regarding hours of operation.

Hours of operations have not been discussed. N/A

J. Whether or not adequate controls and limits are placed on commercial and business deliveries.

Commercial and business deliveries have not been discussed. N/A

K. Whether or not adequate landscape plans are incorporated to ensure appropriate transition.

Yes, plans have been incorporated.

L. Whether or not the public health, safety, welfare, or moral concerns of the surrounding neighborhood will be adversely affected.



Carroll County Department of Community Development

997 Newnan Rd
P.O. Box 338

Carrollton, GA 30116
(770) 830-5861

The public health, safety, welfare, and moral concerns of the surrounding neighborhood would not be adversely affected.

M. Whether the applicant can vary from any minimum required lot size requirement.

The applicant does not wish to split the existing property.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: No comments at the time of this report.

Carroll County Board of Education: No comments at the time of this report.

Carroll County Water Authority: No comments at the time of this report.

Carroll County Fire: No comments at the time of this report.

Carroll County Engineer: No comments at the time of this report.

All received departmental comments are available upon request.

STAFF COMMENTS: The applicant is requesting a Conditional Use request to construct a 245 feet tall telecommunication tower and support facility. The maximum height for this parcel is 150ft. The applicant has also applied for a variance for the tower height which will be voted on at the August 7th meeting.

There is also a commercial cell tower approximately 330ft from the subject parcel.

STAFF RECOMMENDATION: Approval

PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the *Times-Georgian* by July 1, 2025; a sign was posted on the subject property, and all adjacent property owners received notification of the Conditional Use Request via U.S. mail.



Parcel ID	083 0009	Owner	n/a	Last 2 Sales			
Class Code	n/a	Physical Address	n/a	Date	Price	Reason	Qual
Taxing District		Assessed Value		n/a	0	n/a	n/a
Acres	n/a			n/a	0	n/a	n/a

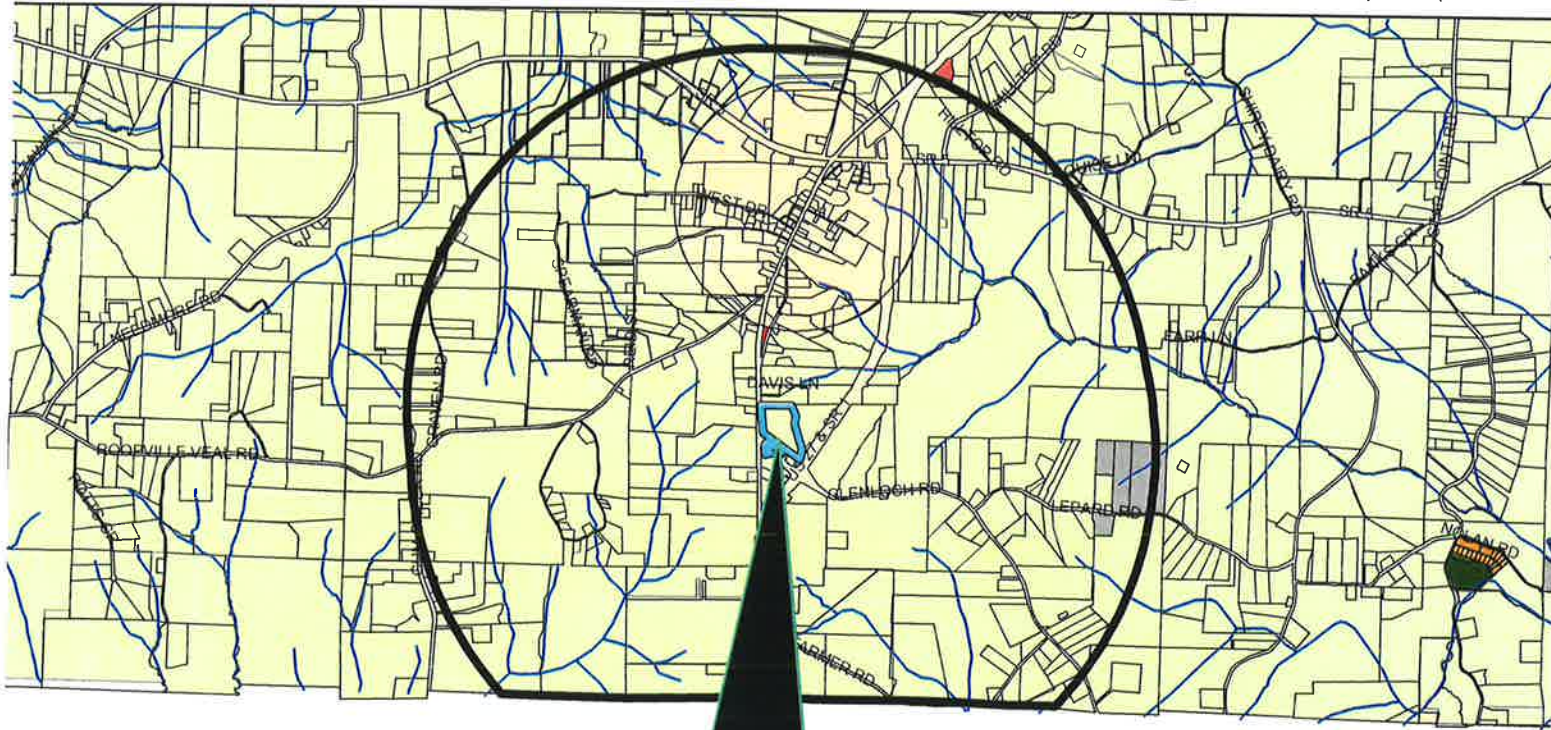
(Note: Not to be used on legal documents)

Date created: 6/20/2025
 Last Data Uploaded: 6/19/2025 5:57:12 PM

Developed by  **SCHNEIDER**
 GEOSPATIAL

Conditional Use request to construct a 15 feet tall telecommunication tower
 owner/Applicant: Georgia Power Co/
 amond Communications, LLC.
 parcel 083-0009

- | | | |
|-----------------------------|---|--|
| 1.5 Mile Radius | TP - Technology Park | PUD - Planned Unit Development* |
| Municipal | OI - Office and Institutional | R1 - Single Family Home (3 ac min.)* |
| A - Agriculture (4 ac min.) | HDDR - High Density Detached Residential* | R2 - Single Family Home (1 ac min.) |
| C - Commercial | MFR - Multi-Family Residential | R3 - Single Family Home (0.5 ac min.)* |
| I - Industrial | MHS - Manufactured Home Subdivision | R30 - Single Family Home (0.75 ac min.)* |

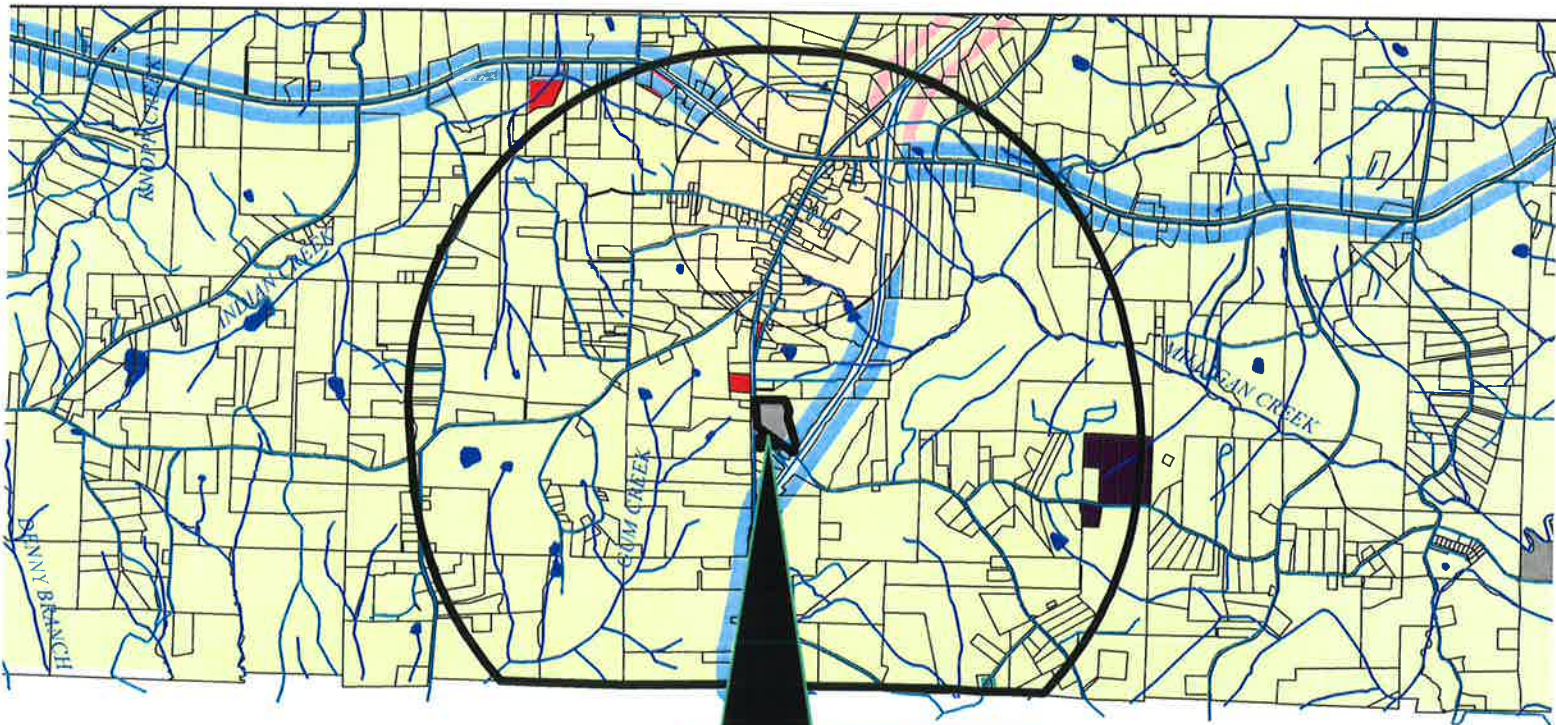


Proposed Conditional Use



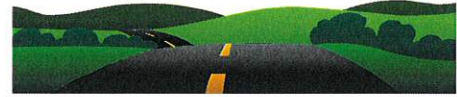
Future Land Use

- | | | | |
|-----------------|-------------|------------------|-----------------|
| 1.5 Mile Radius | Agriculture | Industrial | Residential |
| Primary | Commercial | Park/Rec/Con | Trans/Comm/Util |
| Secondary | Fairfield | Public/instituti | |



Proposed Conditional Use

CARROLL COUNTY PUBLIC WORKS



Danny Yates, Director of Public Works
34 Horsley Mill Road (zip 30117)
Post Office Box 338 (zip 30112)
Carrollton, Georgia

dyates@carrollcountyga.gov
(770)830-5901
830-5898
830-5899
FAX 830-5900

To: Madam Chair Michelle Morgan and the Board of Commissioners

From: Danny Yates

July 17th, 2025

Subject: New Wheel Loader for Solid Waste Transfer Station

Carroll County sent out an RFP for a wheel loader for Solid Waste on June 9th, 2025. We received the following 10 separate proposals.

Cowin Equipment	Hitachi ZW250	\$ 319,904.88
Dobbs Equipment	John Deere 644P	\$ 348,630.00
Yancey Brothers	CAT 950 Waste	\$ 374,983.00
Yancey Brothers	CAT 938 Waste	\$ 313,024.00
National Equipment	Hyundai HL965	\$ 275,000.00
Wes Pro	JCB 457HTWM	\$ 309,503.75
Wes Pro	JCB 457ZX	\$ 301,637.33
Borders Equipment	Case 1021F	\$ 392,890.00
Damn Strong Loaders	Everun 938HD	\$ 215,000.00
Tractor Equipment	Komatsu 380-8	\$ 339,000.00

Public Works is recommending the Hyundai HL965 from National Equipment Dealers with an additional 3000 hour warranty for \$ 9,936.21 for a total of \$ 284,936.21.

CARROLL COUNTY PUBLIC WORKS



Danny Yates, Director of Public Works
34 Horsley Mill Road (zip 30117)
Post Office Box 338 (zip 30112)
Carrollton, Georgia

dyates@carrollcountygga.gov
(770)830-5901
830-5898
830-5899
FAX 830-5900

To: Madam Chair Michelle Morgan and the Board of Commissioners

From: Danny Yates

July 21st, 2025

Subject: Site Work Package for the Transfer Station

Public Works is requesting funds not to exceed \$ 800,000.00 for site work at the new Transfer Station building. These funds will be used to pay for some of the following items:

- Approximately 1600 yards of concrete and accessories
- 108,000 ft of re-bar
- New truck scales and conduits
- All storm water structures and pipe
- Erosion control
- All base gravel for drives
- Fencing around new building
- Labor for Public Works

RESOLUTION OF CARROLL COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN NATIONAL SETTLEMENTS WITH PURDUE PHARMA, L.P, ET AL. CONCERNING THE NATIONAL PRESCRIPTION OPIOID LITIGATION

WHEREAS, the County initiated litigation against certain manufacturers, distributors, and pharmacy chains in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, defendants Purdue Pharma, L.P, et al. have separately reached settlement frameworks (otherwise known as the “National Settlements”) with certain states and local government entities that Georgia’s local government entities have the option to join;

WHEREAS, certain Georgia local government entities seek to join the National Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the County desires to agree to participate in the National Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE CARROLL COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the National Settlements and to be bound by the National Settlements with Purdue Pharma, L.P, et al.

Section 2. The County Board of Commissioners hereby appoints Chairman Michelle Morgan as the duly appointed representative of the County for the purposes of agreeing to be bound by the settlement agreements and participating in the National Settlements.

Section 3. The County Board of Commissioners directs the duly appointed representative of the County to execute the settlement agreements with each of the Settling Companies, a Memorandum of Understanding with the State of Georgia, and any other documents related thereto, including without limitation the “Acknowledgment and Agreement to be Bound to Memorandum of Understanding” with each of the Settling Companies attached hereto and incorporated herein as **Exhibit 1**, upon such terms approved by the Chairman with the advice of the County Attorney.

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Carroll County Board of Commissioners, held on _____, 2025.

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

ATTEST:

County Clerk

(COUNTY SEAL)

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State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On June 17, 2025 the Governmental Entity Settlement Agreement was filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592, (the “Purdue Opioid Settlement” or “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During May 2025, the State opted into the Opioid Settlement. The LGs have until September 30, 2025 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2025 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU.

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Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Purdue Opioid Settlement as defined in this 2025 MOU which are allocated to Georgia and its Participating Local Governments under the Purdue Opioid Settlement.
- d. “Opioid Settlement” or “Purdue Opioid Settlement” means the Governmental Entity Settlement Agreement dated June 17, 2025 filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.

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- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall

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be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2025 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2025 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating

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Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid

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by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2025 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

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EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Carroll County has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Purdue Pharma, L.P. and other related entities as defined in the Purdue Opioid Settlement.**
- The undersigned is a duly-appointed representative of Carroll County, and has the authority to execute this document and bind Carroll County to the Memorandum.
- Carroll County is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of Carroll County, understands and acknowledges the terms of the Memorandum, and Carroll County agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: Michelle Morgan

Title: Chairman, Carroll County Board of Commissioners

Date: _____

Entity: Carroll County

Designated Contact for Purposes of Section VIII.b:

Name: Michelle Morgan

Title: Chairman, Carroll County Board of Commissioners

Address: P.O. Box 338, Carrollton, Georgia 30112

Email: mmorgan@carrollcountyga.gov

1st AMENDMENT TO SITE LEASE AGREEMENT

This First Amendment to Site Lease Agreement (“Amendment”) is made by and between **Carroll County, Georgia, a county government organized under the laws of the State of Georgia** (“Landlord”) and **T-Mobile South, LLC**, (“Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Site Lease Agreement dated December 29, 2015 (the “Lease”), whereby Landlord leased to Tenant certain portions of the Property located at 4950 S Highway 100 Bowdon, GA 30108 (the “Property”); and,

WHEREAS, Landlord and Tenant desire to amend the Lease as follows;

WHEREAS, Landlord and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Landlord or Tenant occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant Agree that Tenant shall install a RD48KW Diesel auxiliary power generator on a new 36 SF (4' x 9') concrete pad as shown on the attached Exhibit A
2. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
3. As consideration for the proposal referenced above in paragraph 1 Tenant Agrees to pay Three Hundred dollars (\$300) per month as additional rent.
4. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Amendment.
5. This 1st Amendment may be executed via DocuSign, which, will be deemed an original.
6. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested or when sent via a nationally recognized courier to the address set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

Site Number: 9AT3470A

Site Name:

Market: Atlanta

LANDLORD _____

TENANT _____

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/9AT5529B

If to Landlord:

Carroll County, Georgia
323 Newnan Street, Room 200
PO Box 338
Carrollton, GA 30112

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

LANDLORD

TENANT

[T-Mobile South, LLC]

By: _____
Name: _____
Title: _____
Date: _____

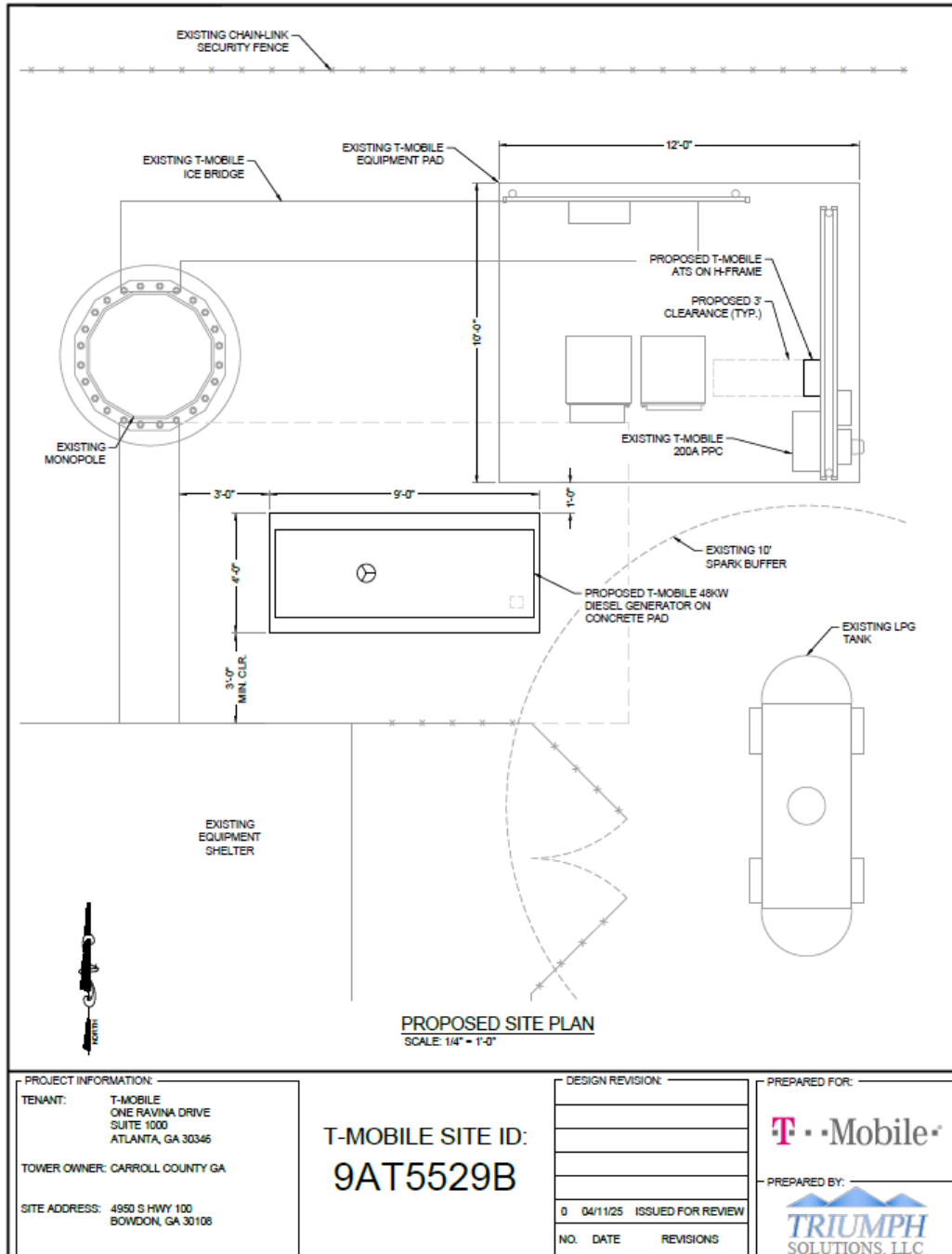
By: _____
Name: _____
Title: _____
Date: _____

Site Number: 9AT3470A
Site Name:
Market: Atlanta

LANDLORD _____

TENANT _____

Exhibit A



Site Number: 9AT3470A

Site Name:

Market: Atlanta

LANDLORD _____

TENANT _____

SITE LEASE TRANSMITTAL

Site Number: 9AT5529B

Date Turned In: 11/18/15

Site Name: Blackjack Mountain

Market: Atlanta

Site Acquisition Coordinator: Jason Hadley

<u>Attached please find:</u> 2 Landlord-signed leases 1 Landlord-signed/notarized memorandums ☐ Owner Authorization Agreement ☐ Landlord-signed W-9 ☐ Authorization to sign lease (if applicable)		<u>Market Information</u> Market Entity Name: T-Mobile South LLC Type of Entity: a Delaware limited liability company Market address: 12920 SE 38th Street Bellevue, WA 98006 Director Name: Jared Ledet Director Title: Director - Regional Development	
<u>NOTE: Enter a space (" ") into any fields which do not apply</u>			
<u>Landlord Information</u> Landlord Name: Carroll County, Georgia Landlord Entity: a county government (i.e. individual, corporation, LLC, etc.) organized under the laws of the State of Georgia Mailing Address: 323 Newnan Street, Room 200 PO Box 338 Carrollton, Georgia 30112 Phone Number: (770) 830-5801 Fax Number: (770) 830-5992			
<u>Site Information</u> Site Address: 4950 Highway 100, South Bowdon, GA 30108 Square Footage: 180 square feet Parcel Number: 035-0002		<u>Option Terms</u> Option Amount: None Option Term: one (1) year Option Renewal Term: None	

Site Number: 9AT5529B
 Site Name: Blackjack Mountain
 Market: Atlanta

- 1 -

Site Lease - version 6.26.14

<u>Lease Terms</u>		<u>Site Type:</u>	
Payee Name: Carroll County		<u>Lease Use</u>	
		Please choose one item below:	
Rent Amount:	\$2500.00 = twenty-five hundred dollars	☐	Ground only
Rent Frequency:	Monthly	☐	Tower only
Rent Increase:	3% per year	☒	Tower and Ground
Lease Term:	five (5) year	☐	Rooftop
		☐	Watertank
		☐	DAS (Distributed Antenna System)
		☐	In-building
		☐	Easement only
		☐	Other, please specify
Renewal Terms:	five (5) additional five-year terms		
Cancel Terms:	sixty (60) days prior		
Insurance:	One Million (\$1,000,000.00)		
Aggregate Insurance:	Two Million (\$2,000,000.00)		

Comments *Cannot interfere w/ LL's 800mhz radio communication system.*

Section 2 – Option: LL revised this section to only allow one 12-month option period. There will not be any option renewal periods. There is also no payment required for the option period.

Section 4 - Antenna Facilities and Permitted Uses: Tenant is permitted to make whatever changes it wants to its equipment but Tenant is not allowed to install any other mounts or equipment at any other locations on the tower outside of what is shown on Exhibit B without the express consent of LL.

Section 7 – Interference: LL added language to point out that the tower is currently used for LL's 800 mhz public safety communications and that if the LL's system causes any interference to Tenant, Tenant's sole remedy is to terminate the lease. Standard TMO language was also added which requires LL to remedy interference from any future carrier that collocates on the tower and gives Tenant the right to use any legal means available to remedy the interference if it is not cured by LL within 48 hours notice by Tenant.

Section 8 – Utility Services: LL once again added language indicating that all equipment on the tower is limited to a RAD center as shown on Exhibit B. Tenant must also install its own meter (it has been confirmed that TMO will be able to get its own meter).

Section 9 – Access and Easements: LL shall not modify, interrupt or interfere with any communications,

Site Number: 9AT5529B
 Site Name: Blackjack Mountain
 Market: Atlanta

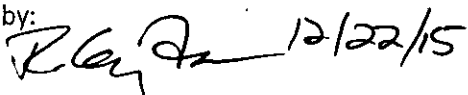
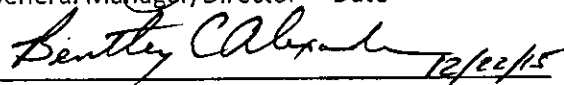
equipment, easements, etc. of Tenant provided that none of it interferes with Landlord's 800.mhz radio communication system. Landlord shall notify Tenant if there is interference and Tenant shall remedy the interference immediately.

Section 11 – Casualty and Condemnation: LL added a small clause. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance "related solely to Tenant's Premises or Antenna Facilities"

Section 13 – Taxes: The LL removed most of the taxes language because the LL is the county and does not pay taxes on the property. However, the county added language that states that Tenant will be responsible for all personal property taxes for its facility.

Section 14 – Insurance: LL removed language that required the LL to maintain insurance on the property. Note - this property is just vacant, raw land on a mountain.

Section 18 – Assignment: LL added language to require consent for an assignment. However, additional language was then added giving Tenant the right to assign without consent to a parent or any other party that acquires 51% of the company.

Approved by:	
	12/22/15
Real Estate Manager	Date
	12-20-15
General Manager/Director	Date
	11/20/2015
Legal Department	Date
	12/22/15
Vice President (if applicable)	Date

Approved subj to obtaining W-9 & signing authority
RDD on above to sign

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between Carroll County, Georgia, a county government organized under the laws of the State of Georgia ("**Landlord**") and T-Mobile South LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 4950 Highway 100, South, Bowdon, GA 30108 as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 180 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**").
3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition (except no additional RAD center/mount is permitted outside of what is shown on Exhibit B without the express permission of Landlord), upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of two thousand five hundred dollars (\$2500.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty (20) business days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each year of the lease including all renewal periods shall increase by 3% each year. The Rent shall continue to be paid on a monthly basis.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. The primary purpose of the tower is as part of Landlord's 800 mhz public safety communications system. This communication system is top priority. After the Effective Date, if any installation of equipment or structures of Landlord's 800 mhz system interfere with Tenants' use, Tenant's sole remedy shall be the option of immediately terminating this Lease agreement if the interference cannot be resolved. Landlord shall use its best reasonable efforts to avoid or correct any interference with Tenant's use but the integrity of the 800 mhz communication system is of primary importance. Landlord shall not permit any future third party to install any equipment or structures that interfere with or restrict the operations of Tenant. In the event of any interference to Tenant's operations by a future third party, Tenant shall notify Landlord of the interference and Landlord shall take the necessary

steps to remedy the same immediately. If Landlord fails to take the necessary steps to remedy the interference immediately upon notification by Tenant within a forty-eight (48) hour period, Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment (except Tenant shall be limited to the RAD Centers/mounts as shown on Exhibit B. Any additional RAD Centers/mounts may only be added with the express written permission of Landlord) to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant unless the same interferes with Landlord's 800 mhz radio communication system. Landlord shall notify Tenant of the interference and Tenant shall take the necessary steps to remedy the same immediately. If Tenant fails to take the necessary steps to remedy the interference immediately upon notification by Landlord, Landlord may take such actions as necessary to eliminate the interference to maintain the integrity of Landlord's 800 mhz radio communication system. Should Tenant fail to take the necessary actions to eliminate the interference with the 800 mhz system requiring Landlord to take action, Tenant's sole remedy shall be the termination of this Lease Agreement.

10. Termination. Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance related solely to Tenant's Premises or Antenna Facilities and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv)

any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent unless Tenant is reimbursed for said Rent through insurance proceeds for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Tenant shall pay when due all personal property taxes due by Tenant. The local Tax Commissioners shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. This may be satisfied by obtaining the appropriate endorsement to any master insurance policy maintained. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing

Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Agreement.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management/9AT5529B

If to Landlord, to:

Carroll County, Georgia
323 Newnan street, Room 200
PO Box 338
Carrollton, Georgia 30112

And with a copy to:

Cynthia M. Daley
County Attorney
128 Newnan Street
Carrollton, Georgia 30117

Per the W-9 Form Rent is to be paid to:

Carroll County
323 Newnan Street, Room 200
PO Box 338
Carrollton, Georgia 30112

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation any support structure owned by Landlord.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or

damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon the written consent of Landlord which shall not be unreasonably withheld. However Tenant may assign without Landlord's prior written consent, to a parent, to any party controlled by, or under common control with Tenant or to any party which acquires 51% or more of the stock or assets of Tenant. Tenant shall only be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement if Landlord agrees in its written consent or if the assignment was to an affiliate. If Landlord consents to release Tenant of all liabilities and obligations under this Agreement, then upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered

by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

[Signature page to follow]

LANDLORD: Carroll County, Georgia

By: Marty W. Smith

Printed Name: Marty W. Smith

Title: Chairman, Carroll County Board of Commissioners

Date: 12/29/15

TENANT: T-Mobile South LLC

By: Bentley C. Alexander

Printed Name: Bentley C. Alexander
Regional Vice President

Title: Regional Vice President

Date: 12/22/15

[Signature]
T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

All of the tract or parcel of land lying and being in Land Lots 234, 235, 241 & 248, 9th Land District, Carroll County, Georgia and being more particularly described as follows:

Beginning at a 1" spike found on the dividing line of Land Lot's 248 & 249 and also being oil the county line of Carroll County and Heard County; thence northwesterly along said county line North 89 degrees 34 minutes 24 seconds West, a distance of 1,887.47 feet to a 1" open top pipe set on the northerly right of way of State Route 100 (100' R.O.W.); thence northwesterly along the northerly right of way of State Route 100 (100' R.O.W.) North 14 degrees 09 minutes 40 seconds West, a distance of 505.95 feet to a 1" open top pipe set; thence leaving said right of way North 67 degrees 29 minutes 01 seconds East, a distance of 375.09 feet to a 1" open top pipe set; thence North 08 degrees 38 minutes 46 seconds East, a distance of 319.07 feet to a 3/8" rebar found; thence North 10 degrees 07 minutes 52 seconds East, a distance of 15.34 feet to a 3/4" rebar found; thence North 00 degrees 19 minutes 14 seconds West, a distance of 931.56 feet to a point; thence North 00 degrees 11 minutes 01 seconds East, a distance of 251.14 feet to a point; thence North 17 degrees 15 minutes 04 seconds East, a distance of 224.04 feet to a point; thence North 84 degrees 28 minutes 25 seconds East, a distance of 238.86 feet to a 3/4" rebar found; thence North 14 degrees 11 minutes 26 seconds West, a distance of 219.94 feet to a point; thence North 02 degrees 47 minutes 10 seconds West, a distance of 114.52 feet to a point; thence North 07 degrees 55 minutes 18 seconds East, a distance of 204.21 feet to a point; thence North 07 degrees 16 minutes 25 seconds West, a distance of 166.34 feet to a 60d nail found in a fence post; thence North 01 degrees 10 minutes 26 seconds East, a distance of 2,421.15 feet to a 1/2" rebar found; thence North 88 degrees 30 minutes 00 seconds East, a distance of 349.95 feet to a 1/2" rebar found; thence North 01 degrees 30 minutes 00 seconds West, a distance of 405.95 feet to a point on the southeasterly right of way of Blackjack Mountain Road (60' right of way); thence along said right of way North 54 degrees 12 minutes 31 seconds East, a distance of 101.03 feet to a point; thence continuing along said right of way North 48 degrees 02 minutes 08 seconds East, a distance of 88.00 feet to a point; thence continuing along said right of way North 30 degrees 11 minutes 09 seconds East, a distance of 63.79 feet to a point; thence continuing along said right of way North 05 degrees 13 minutes 30 seconds East, a distance of 72.78 feet to a point; thence continuing along said right of way North 05 degrees 27 minutes 14 seconds West, a distance of 118.28 feet to a point; thence continuing along said right of way North 05 degrees 21 minutes 14 seconds West, a distance of 118.16 feet to a point; thence continuing along said right of way North 00 degrees 03 minutes 55 seconds East, a distance of 121.03 feet to a 1" open top pipe set; thence leaving said right of way South 88 degrees 48 minutes 43 seconds East, a distance of 959.08 feet to a fence post; thence North 03 degrees 07 minutes 41 seconds West, a distance of 1,539.51 feet to a stone found; thence North 00 degrees 17 minutes 33 seconds East, a distance of 1,188.07 feet to a stone found at the corner common to Land Lots 225, 226, 234 and 235; thence South 89 degrees 41 minutes 38 seconds East, a distance of 1,420.19 feet to a 1" open top pipe set; thence South 01 degrees 20 minutes 19 seconds West, a distance of 1,852.13 feet to a 1/2" rebar found; thence South 00 degrees 06 minutes 19 seconds West, a distance of 551.64 feet to a 1/2" rebar found; thence South 01 degrees 05 minutes 08 seconds West, a distance of 758.46 feet to a 1/2" rebar found; hence North 87 degrees 49 minutes 33 seconds West, a distance of 1,389.34 feet to a 1 1/2" flat iron found; thence South 00 degrees 49 minutes 56 seconds West, a distance of 920.18 feet to a 1 1/2" flat iron found; thence South 00 degrees 20 minutes 52 seconds West, a distance of 4634.99 feet to a fence post; thence South 00 degrees 07 minutes 47 seconds East, a distance of 564.85 feet to a 1" spike found; said 1" spike found being the POINT OF BEGINNING.

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

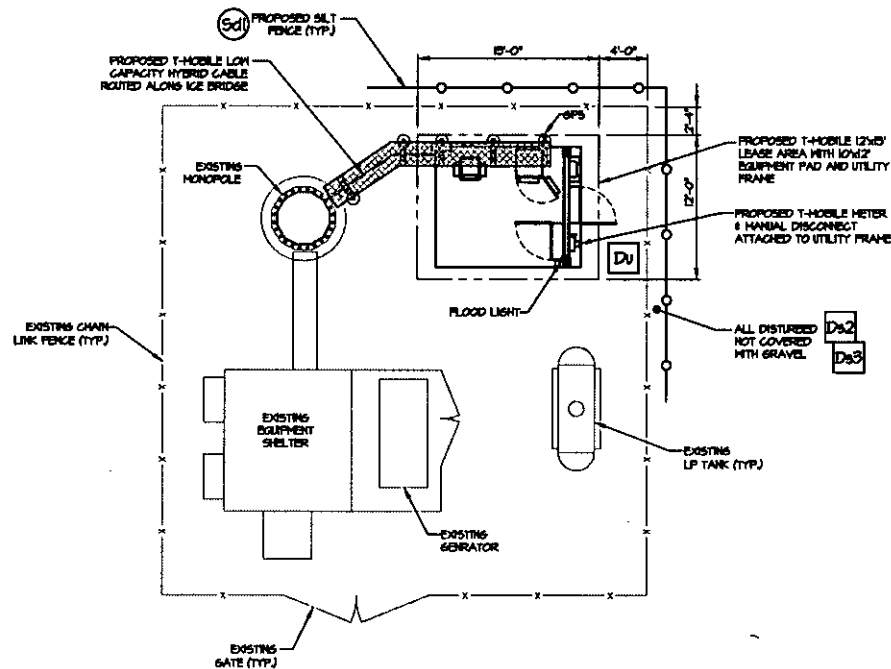
Site Number: 9AT5529B
Site Name: Blackjack Mountain
Market: Atlanta

B-1

Site Lease – version 6.26.14

- (Sd1)** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET PILE FROM LEAVING THE SITE AND ENTERING NATURAL DRAINAGEWAYS OR STORM DRAINAGE SYSTEMS.
- (Ds2)** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.
- (Ds3)** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOY, OR LEGUMES ON DISTURBED AREAS.
- (Du)** DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

EXHIBIT B



UTILITY NOTE:
THERE ARE NOT ANY EXISTING STORM OR SANITARY SEWER LINES OR BURIED UTILITIES ON THE PARENT TRACT WITHIN THE VICINITY OF THE PROPOSED CONSTRUCTION.

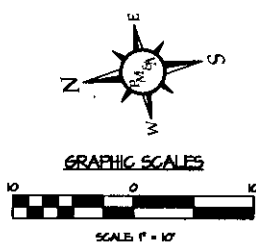
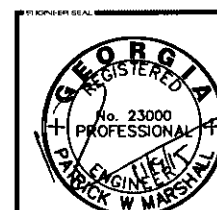
T-Mobile
7055 WARREN PARKWAY
FRISCO BRIDGES TECH CAMPUS
FRISCO, TX 75034

PM&A
P. MARSHALL
& ASSOCIATES

NO.	DATE	REVISIONS	BY
5	1/20/05	REVISED PER NH APPLICATION	AJR
4	8/10/04	REVISED PER NH APPLICATION	AJR
3	8/10/04	REVISED PER NH APPLICATION	AJR
2	4/23/05	PERMITTING & CONSTRUCTION	AJR
1	4/23/05	PERMITTING & CONSTRUCTION	AJR
0	5/24/05	PERMITTING & CONSTRUCTION	AJR
A	5/24/05	REVISION ONLY	AJR
NO. DATE REVISIONS BY			
NOT VALID WITHOUT SIGNATURE AND DATE			

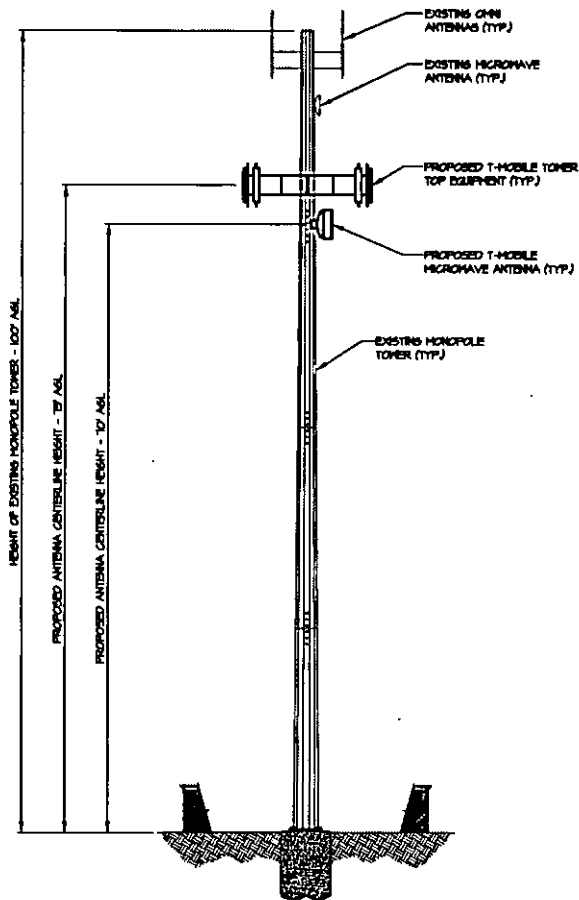
T-Mobile
7055 WARREN PARKWAY
FRISCO BRIDGES TECH CAMPUS
FRISCO, TX 75034

ATLANTA
14155242
CARROLL COUNTY
4950 S. HIGHWAY 100 BONDOR, GA 30006
LAT: 33.430000 LONG: -85.360000
HONOROLE
PREPARED BY: P. MARSHALL APPROVED BY: A. RABENOLD PROJECT NO: 0505-000 DATE: 5/24/05
OVERALL SITE PLAN
C-1



OVERALL SITE PLAN
SCALE: 1" = 10'

EXHIBIT B

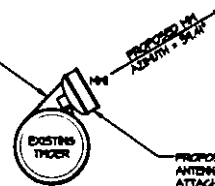


NOTES

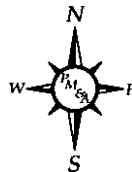
1. PHA HAS NOT PERFORMED A STRUCTURAL ANALYSIS OF THE EXISTING TOWER OR PROPOSED ANTENNA MOUNT. REFER TO STRUCTURAL ANALYSIS OR STRUCTURAL LETTER BY OTHERS FOR ADDITIONAL INFORMATION.
2. IF THE TOWER STRUCTURAL ANALYSIS SHOWS THE NEED FOR TOWER REINFORCEMENT, REFER TO TOWER REINFORCEMENT DESIGN PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT.
3. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA CABLE ROUTING AND ATTACHMENT DETAILS.
4. TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS INTENDED ONLY FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.

1 TOWER ELEVATION
C-3 NOT TO SCALE

PROPOSED MH STABILIZER
(TYP. OF 1 TOTAL)



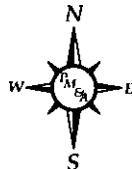
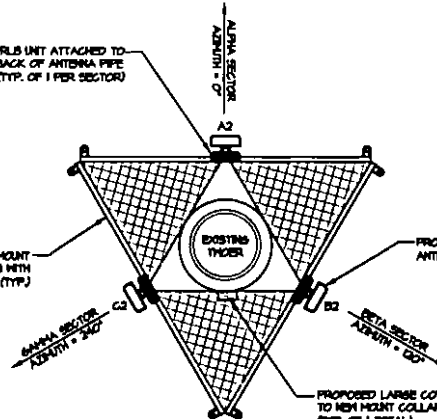
PROPOSED RFS 554-M1000 (TR) MICROWAVE ANTENNA AND AVIAT CTR-40PT RADIO (HIGH) ATTACHED TO MH MOUNT PIPE. PROVIDE AND INSTALL (1) 1/2"-5A MH ANTENNA CABLE AND (1) MH STABILIZER PIPE. FIELD COORDINATE LOCATION WITH OTHER EQUIPMENT AND REQUIRED MH AZIMUTH (TYP. OF 1 TOTAL)



2 PROPOSED ANTENNA ORIENTATION PLAN
10' RAD CENTER ELEVATION
C-3 NOT TO SCALE

PROPOSED PRLS UNIT ATTACHED TO
BACK OF ANTENNA PIPE
(TYP. OF 1 PER SECTOR)

PROPOSED PLATFORM ANTENNA MOUNT
CONNSCORE MODEL MC-PA25-B WITH
HANDRAIL KIT (TYP.)



3 PROPOSED ANTENNA ORIENTATION PLAN
75' RAD CENTER ELEVATION
C-3 NOT TO SCALE

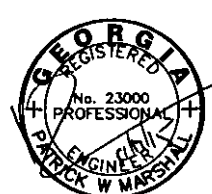
PREPARED FOR:
T-Mobile
7808 WARREN PARKWAY
FRISCO BRIDGES TECH CAMPUS
FRISCO, TX 75034

PREPARED BY:
PM&A
P. MARSHALL
& ASSOCIATES

DATE	REVISION	BY
3/20/06	REVISED FOR MH APPLICATION	AJR
4/18/06	REVISED FOR MH APPLICATION	AJR
5/18/06	REVISED FOR MH APPLICATION	AJR
2/4/06	PERMITTING & CONSTRUCTION	AJR
1/4/06	PERMITTING & CONSTRUCTION	AJR
0/5/06	PERMITTING & CONSTRUCTION	AJR
A/5/06	REVIEW ONLY	AJR
REL. DATE	REVISIONS	BY
NOT VALID WITHOUT SIGNATURE AND DATE		

PREPARED FOR:
T-Mobile
7808 WARREN PKWY
FRISCO BRIDGES TECH CAMPUS
FRISCO, TX 75034

PROJECT:	ATLANTA
SITE NAME:	GA052005
SITE NAME:	CARROLL COUNTY
SITE ADDRESS:	4450 S. HIGHWAY 100 BORDON, GA 30006
SITE COORDINATES:	LAT: 33.450000 LON: -85.300000
SITE TYPE:	MONOPOLE
PREPARED BY:	P. MARSHALL
DESIGNED BY:	A. MARSDEN
PROJECT NO. DATE:	TH0505-010 5/05
SHEET NAME:	TOWER ELEVATION & ANTENNA PLAN
SHEET NUMBER:	C-2





Report of Title

5039 COMPREHENSIVE FULL TITLE REPORT (INCLUDES 50 YEAR DEED HISTORY & ORIGINAL COPIES)

This Report of Title is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

US TITLE SOLUTIONS FILE NO.51679-GA1506-5039
REFERENCE NO. 9AT5529B SITE NAME Carroll County Tower

PREPARED FOR: Smartlink, LLC on behalf of T-Mobile South
Shanen Hollingsworth
400 Street Road
Bensalem, PA 19020

PREMISES: 4950 Highway 100 , South Bowdon , GA
Parcel 035-0002

COUNTY: Carroll

US Title Solutions
3 Werner Way, Lebanon, NJ 08833
Telephone (908) 849-3011 Facsimile (908) 849-7981
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US TITLE SOLUTIONS
FILE NO. 51679-GA1506-5039 REFERENCE NO. 9AT5529B

REPORT OF TITLE

1 DATE OF THIS REPORT 6/29/2015

EXAMINED FROM 4/2/1951

EXAMINED THRU 6/12/2015

2 THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:

Fee Simple

3 TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Carroll County, Georgia, a county government organized under the laws of the State of Georgia

SOURCE OF TITLE:

Limited Warranty Deed made by The Trust for Public Land, a California public benefit corporation, d/b/a The Trust for Public Land (Inc.) dated Jan 06, 2005 recorded on Jan 07, 2005 in book 2970 page 269 .

4 THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

All of the tract or parcel of land lying and being in Land Lots 234, 235, 241 & 248, 9th Land District, Carroll County, Georgia and being more particularly described as follows:

Beginning at a 1" spike found on the dividing line of Land Lot's 248 & 249 and also being oil the county line of Carroll County and Heard County; thence northwesterly along said county line North 89 degrees 34 minutes 24 seconds West, a distance of 1,887.47 feet to a 1" open top pipe set on the northerly right of way of State Route 100 (100' R.O.W.); thence northwesterly along the northerly right of way of State Route 100 (100' R.O.W.) North 14 degrees 09 minutes 40 seconds West, a distance of 505.95 feet to a 1" open top pipe set; thence leaving said right of way North 67 degrees 29 minutes 01 seconds East, a distance of 375.09 feet to a 1" open top pipe set; thence North 08 degrees 38 minutes 46 seconds East, a distance of 319.07 feet to a 3/8" rebar found; thence North 10 degrees 07 minutes 52 seconds East, a distance of 15.34 feet to a 3/4" rebar found; thence North 00 degrees 19 minutes 14 seconds West, a distance of 931.56 feet to a point; thence North 00 degrees 11 minutes 01 seconds East, a distance of 251.14 feet to a point; thence North 17 degrees 15 minutes 04

seconds East, a distance of 224.04 feet to a point; thence North 84 degrees 28 minutes 25 seconds East, a distance of 238.86 feet to a 3/4" rebar found; thence North 14 degrees 11 minutes 26 seconds West, a distance of 219.94 feet to a point; thence North 02 degrees 47 minutes 10 seconds West, a distance of 114.52 feet to a point; thence North 07 degrees 55 minutes 18 seconds East, a distance of 204.21 feet to a point; thence North 07 degrees 16 minutes 25 seconds West, a distance of 166.34 feet to a 60d nail found in a fence post; thence North 01 degrees 10 minutes 26 seconds East, a distance of 2,421.15 feet to a 1/2" rebar found; thence North 88 degrees 30 minutes 00 seconds East, a distance of 349.95 feet to a 1/2" rebar found; thence North 01 degrees 30 minutes 00 seconds West, a distance of 405.95 feet to a point on the southeasterly right of way of Blackjack Mountain Road (60' right of way); thence along said right of way North 54 degrees 12 minutes 31 seconds East, a distance of 101.03 feet to a point; thence continuing along said right of way North 48 degrees 02 minutes 08 seconds East, a distance of 88.00 feet to a point; thence continuing along said right of way North 30 degrees 11 minutes 09 seconds East, a distance of 63.79 feet to a point; thence continuing along said right of way North 05 degrees 13 minutes 30 seconds East, a distance of 72.78 feet to a point; thence continuing along said right of way North 05 degrees 27 minutes 14 seconds West, a distance of 118.28 feet to a point; thence continuing along said right of way North 05 degrees 21 minutes 14 seconds West, a distance of 118.16 feet to a point; thence continuing along said right of way North 00 degrees 03 minutes 55 seconds East, a distance of 121.03 feet to a 1" open top pipe set; thence leaving said right of way South 88 degrees 48 minutes 43 seconds East, a distance of 959.08 feet to a fence post; thence North 03 degrees 07 minutes 41 seconds West, a distance of 1,539.51 feet to a stone found; thence North 00 degrees 17 minutes 33 seconds East, a distance of 1,188.07 feet to a stone found at the corner common to Land Lots 225, 226, 234 and 235; thence South 89 degrees 41 minutes 38 seconds East, a distance of 1,420.19 feet to a 1" open top pipe set; thence South 01 degrees 20 minutes 19 seconds West, a distance of 1,852.13 feet to a 1/2" rebar found; thence South 00 degrees 06 minutes 19 seconds West, a distance of 551.64 feet to a 1/2" rebar found; thence South 01 degrees 05 minutes 08 seconds West, a distance of 758.46 feet to a 1/2" rebar found; hence North 87 degrees 49 minutes 33 seconds West, a distance of 1,389.34 feet to a 1 1/2" flat iron found; thence South 00 degrees 49 minutes 56 seconds West, a distance of 920.18 feet to a 1 1/2" flat iron found; thence South 00 degrees 20 minutes 52 seconds West, a distance of 4634.99 feet to a fence post; thence South 00 degrees 07 minutes 47 seconds East, a distance of 564.85 feet to a 1" spike found; said 1" spike found being the POINT OF BEGINNING.

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SCHEDULE B

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXHIBITS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN THIS REPORT.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein. (-0-). See Separate Mortgage Schedule.
3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.
4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

- 5 None within period searched

(Covenants/Restrictions)

6. Property is subject to covenants and restrictions as recited in Deed book 2970 Page 269.

(Easements and Rights of Way)

- 7 None within period searched

(Other Filed Documents)

8. Map - Property of Mrs. J.W. Watts in book 6 page 57
Notes: No recording date available.
9. Application for Conservation Use Assessment of Agricultural Property made by Mrs. J.W. Watts dated 9/10/2099 recorded 9/24/1999 in book 1168 page 471
Notes: Same has expired and is provided for informational purposes only.
10. Boundary Line Agreement between Mrs. J.W. (Mavis) Watts and Barry Yates, Administrator of the estate of J. Myrl Yates dated 2/26/2004 recorded 5/20/2004 in book 2710 page 254
Notes: See attached Plat in Book 83 Page 38.

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MORTGAGE SCHEDULE

None within period searched

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TAX SEARCH

1. TAX ID :035-0002

Land Assessment: \$778,525.00

Total Assessed Value:\$778,525.00

Period :2015 Payment Status: Exempt

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DEED CHAIN

1. Warranty Deed made by C.W. King to Dr. J.W. Watts dated 3/1/1951 recorded on 4/2/1951 in book 92 page 487 .
2. Warranty Deed made by J.L. Benefield to J.W. Watts dated 3/10/1951 recorded on 4/2/1951 in book 92 page 488 .
3. Warranty Deed made by J.S. Buchanan to J.W. Watts dated 3/10/1951 recorded on 4/2/1951 in book 92 page 488 .
4. Warranty Deed made by Roop Grocery Company to J.W. Watts dated 3/9/1951 recorded on 4/2/1951 in book 92 page 489 .
5. Warranty Deed made by S.C. Rowland to Dr. J.W. Watts dated 9/14/1950 recorded on 4/2/1951 in book 92 page 490 .
6. Warranty Deed made by G.F. Rogers to J.W. Watts dated 3/6/1951 recorded on 4/2/1951 in book 92 page 490 .
7. Warranty Deed made by Addie Newell Foster and Rance Foster to Dr. J.W. Watts dated 12/31/1953 recorded on 1/2/1953 in book 101 page 609 .
Notes: The within Deed appears to contain a typographical error with regard to the recording date
8. Warranty Deed made by Kermon Denney to J.W. Watts dated 6/24/1952 recorded on 3/9/1956 in book 111 page 249 .
9. Warranty Deed made by William E. Gentry to J.W. Watts dated 6/24/1952 recorded on 3/9/1956 in book 111 page 249 .
10. Probate of James Watts, deceased dated 3/25/1964 recorded on 4/23/1964 in book C page 203 .
Notes: No accurate Probate number is assigned as the original file could not be located in the county records
11. Warranty Deed made by Mrs. J.W. (Mavis C.) Watts to Jubal R. Watts, an undivided 20% interest dated 12/31/2003 recorded on 12/31/2003 in book 2552 page 16 .
12. Limited Warranty Deed made by The Trust for Public Land, a California public benefit corporation, d/b/a The Trust for Public Land (Inc.) to Carroll County, Georgia, a county government organized under the laws of the State of Georgia dated 1/6/2005 recorded on 1/7/2005 in book 2970 page 269 .

Notes: Contains restrictions and rights of upper and lower riparian owners

This Deed was filed out of order with Deed Book 2970 Page 277 and Deed Book 2970 Page 280

13. Corrective Deed made by Mrs. J.W. (Mavis C.) Watts, of Carroll County, Georgia, Individually and as Sole Executrix and Trustee under the Last Will and Testament of James Wyly Watts, deceased, late of Carroll County, Georgia to Jubal R. Watts, an undivided 20% interest dated 1/6/2005 recorded on 1/7/2005 in book 2970 page 277 .
14. Limited Warranty Deed made by Mrs. J.W. (Mavis C.) Watts, as Executor and Trustee under the Last Will and Testament of James Wyly Watts, deceased, an individual resident of the State of Georgia, as to an undivided eighty percent (80%) interest and Jubal R. Watts, an individual resident of the State of Georgia, as to an undivided twenty percent (20%) interest to The Trust for Public Land, a nonprofit California public benefit corporation d/b/a The Trust for Public Land (Inc.) dated 1/6/2005 recorded on 1/7/2005 in book 2970 page 280 .
Notes: This Deed is filed out of order with Deed Book 2970 Page 269

⑤ 19354

BK PG
2970 269

FILED
CLERK OF SUPERIOR COURT
JAN -7 PM 1:20
H. H. H. H.

PT-61 022-2005-000143
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID K
DATE 1/7/05
Harold H. H.
CLERK OF SUPERIOR COURT

RETURN TO SHIRLEY BERRY
TRINITY TITLE INS. AGENCY
437 E. PONCE DE LEON AVE.
DECATUR, GA. 30030-1838
49230.02

After recording return to:
William Wiggins, Esquire
Wiggins & Camp
203 Van Ness Street
Carrollton, GA 30117

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 6th day of January, 2005, between **The Trust for Public Land**, a California public benefit corporation, d/b/a The Trust for Public Land (Inc.) (hereinafter referred to as "GRANTOR"), and **Carroll County, Georgia**, a county government organized under the laws of the State of Georgia, and its assigns (hereinafter referred to as "GRANTEE").

WITNESSETH:

THAT GRANTOR, for and in consideration of this sum of TEN AND 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 and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said GRANTEE, all that tract or parcel of land lying and being in Land Lots 234, 235, 241 & 248, 9th District, Carroll

County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

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 anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever in Fee Simple; subject to:

- (a) the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"); and
- (b) the following Covenant, Restriction and Dedication of Property for Public Benefit, with the express intent that the aforesaid property (hereinafter referred to herein from time to time as the "Property") be dedicated for public benefit in perpetuity:

RECITALS:

WHEREAS, Grantee shall hereafter hold title in fee simple to the Property, which has significant value in its present state as a natural area not subject to development or exploitation;

WHEREAS, Grantee, by the Carroll County Board of Commissioners, under proper authority, resolved at a duly called meeting on September 21, 2004 to authorize Carroll County to acquire the Property using proceeds from its 2003 voter-approved SPLOST and to subject it to perpetual, restrictive covenants consistent with the provisions of that SPLOST and with the intent of the Board of Commissioners that the Property shall be used for greenspace, open space, viewshed protection and passive recreation, for the benefit of the public;

WHEREAS, the Property is a land area which provides significant public benefit by remaining in a natural vegetated state, including water quality benefits, air quality benefits, and habitat for native plants and animals;

WHEREAS, Grantor and Grantee desire that Grantee hold the Property in its natural state for the benefit of the public which will flow from retaining the natural state of the Property;

WHEREAS, the Property has been determined worthy of protection as greenspace property as described in the Official Code of Georgia Annotated ("O.C.G.A.") § 36-22-1 *et seq.*;

WHEREAS, O.C.G.A. § 44-5-60 (c) permits the creation of covenants in perpetuity restricting land for the use of the public with respect to such covenants or scenic easements running in favor of or for the benefit of the land so held for the use of the public;

WHEREAS, O.C.G.A. §§ 36-22-1 and 36-22-6 of the Georgia Community Greenspace Act provide that the goal of the Greenspace Program is to assist local governments in achieving the preservation of a minimum of 20 percent of the geographic area of each eligible county as permanently protected greenspace;

WHEREAS, Grantee has previously received an award of Greenspace Grant Funds under the Georgia Community Greenspace Act and, as a grant award recipient, has committed to strive to permanently protect a minimum of 20 percent of its geographic area as greenspace; and

WHEREAS, to remain eligible for future grants under the Georgia Community Greenspace Act, Grantee must show progress toward the goal of achieving permanent legal protection on 20 percent of its geographic area as greenspace.

NOW THEREFORE, Grantor does hereby place these covenants and restrictions on the Property, and Grantee, by acceptance of this Limited Warranty Deed does concur and accept the Property subject to said covenants and restrictions, as follow:

A. PURPOSES:

1. It is the intent of Grantor and Grantee that this Covenant and Restriction will confine the use of the Property to preservation in its unused and natural state or to such activities and use as are consistent with the purposes of the Georgia Community Greenspace Act found at O.C.G.A. § 36-22-1 *et seq.* (the "Act") and the regulations pertaining thereto, including protecting or enhancing water quality, providing flood protection, providing natural habitat and corridors for native plant and animal species, protecting archaeological and historic resources, providing passive recreation (in the form of hiking, running, jogging, biking, walking, skating, bird watching, horseback riding, observing or photographing nature, picnicking, playing non-organized sports, or engaging in free play), or providing connective links between lands contributing to the goals of the Act. Recognizing that certain uses of greenspace properties are not inconsistent with the greenspace goals served by greenspace properties, and in partial reliance on other agreements heretofore negotiated or entered into by and between the Department of Natural Resources of the State of Georgia and Carroll County, Georgia (although any such agreement shall not be conclusive or controlling with respect to the Property), the following uses shall be expressly permitted as consistent with the purposes of the Act:

- (a) Utilities: The construction, operation, repair, maintenance, or removal of underground utilities in a manner that does not significantly affect the recreational utility, natural resources protection, or habitat value of the Property, and which does not hamper the ability of the Property to meet the goals of the Act;
- (b) Public Facilities: Construction, operation, repair, maintenance, or removal of minimal public facilities such as benches, swing sets, slides, picnic tables, grills, bathrooms, or shelters, to the extent needed to accommodate users of the Property;
- (c) Trails and Paths: Trails associated with passive recreational uses or alternative transportation routes for pedestrians, equestrians, and/or bicycle travel;
- (d) Access Facilities: Parking areas and necessary access roads, which limit as much as possible the use of impervious surfaces, which do not have significant negative impacts on natural resource values of the Property, and which are limited to accommodate only users of the Property; and
- (e) Total Developed Area: When totaled, the portions of the Property developed for such Public Facilities, Trails and Paths, and Access Facilities shall not exceed fifteen percent (15%) of the Property.

Other than the foregoing, any activities or uses which are inconsistent with the Act and the regulations pertaining thereto are hereby prohibited on the Property; provided, however, that any activity or use which is present and ongoing at the time of any subsequent modification, amendment or revision to the Act and regulations aforesaid shall not be prohibited; and

2. It is the further intent of Grantor and Grantee that this Covenant and Restriction will further the achievement of the goal of preservation of a minimum of 20 percent of the geographic area of Carroll County as permanently protected greenspace pursuant to O.C.G.A. §§ 36-22-1 and 36-22-6.

B. SUCCESSORS:

This covenant and restriction shall be binding upon subsequent owners, representatives, heirs, successors, and assigns and shall continue as a covenant running with the land in perpetuity on the Property, in accordance with O.C.G.A. § 44-5-60 (c).

NOW, THEREFORE, Grantor hereby dedicates in perpetuity, to the public, the Property for the purposes recited above, and Grantee, by acceptance of this Limited Warranty Deed does concur and accept the Property subject to such dedication.

PROVIDED FURTHER, as a covenant to the public running with the land, that the State of Georgia, through the Georgia Greenspace Commission and the Georgia Department of Natural Resources, their statutory successors and assigns, may, but not exclusively, enforce this dedication.

And the said Grantor will warrant and forever defend the right and title to the above-described Property unto said Grantee, subject to the Permitted Exceptions and the foregoing Covenant, Restriction and Dedication of Property for Public Benefit, against claims of all persons claiming, owning, or holding, by, through or under Grantor.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed this Limited Warranty Deed, the day and year first above written.

GRANTOR:

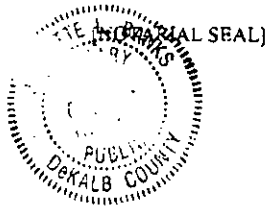
Signed, sealed and delivered this 5th day
of January, 2005, in the presence of:

[Signature]
Witness

[Signature: Jeanette L. Banks]
Notary Public

My Commission Expires:

12-20-05



THE TRUST FOR PUBLIC LAND,
a California public benefit corporation
d/b/a The Trust for Public Land (Inc.)

By: [Signature]
Name: James Langford
Its: Georgia State Director and Authorized
Signatory

Attest: [Signature: Karen W. Fuerst]
Name: Karen W. Fuerst
Its: Assistant Secretary

[CORPORATE SEAL]

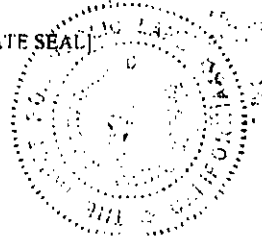


Exhibit "A"

Legal Description

All of the tract or parcel of land lying and being in Land Lots 234, 235, 241 & 248, 9th Land District, Carroll County, Georgia and being more particularly described as follows:

Beginning at a 1" spike found on the dividing line of Land Lots 248 & 249 and also being on the county line of Carroll County and Heard County; thence northwesterly along said county line North 89 degrees 34 minutes 24 seconds West, a distance of 1,887.47 feet to a 1" open top pipe set on the northerly right of way of State Route 100 (100' R.O.W.); thence northwesterly along the northerly right of way of State Route 100 (100' R.O.W.) North 14 degrees 09 minutes 40 seconds West, a distance of 505.95 feet to a 1" open top pipe set; thence leaving said right of way North 67 degrees 29 minutes 01 seconds East, a distance of 375.09 feet to a 1" open top pipe set;

thence North 08 degrees 38 minutes 46 seconds East, a distance of 319.07 feet to a 3/8" rebar found;

thence North 10 degrees 07 minutes 52 seconds East, a distance of 15.34 feet to a 3/4" rebar found;

thence North 00 degrees 19 minutes 14 seconds West, a distance of 931.56 feet to a point;

thence North 00 degrees 11 minutes 01 seconds East, a distance of 251.14 feet to a point;

thence North 17 degrees 15 minutes 04 seconds East, a distance of 224.04 feet to a point;

thence North 84 degrees 28 minutes 25 seconds East, a distance of 238.86 feet to a 3/4" rebar found;

thence North 14 degrees 11 minutes 26 seconds West, a distance of 219.94 feet to a point;

thence North 02 degrees 47 minutes 10 seconds West, a distance of 114.52 feet to a point;

thence North 07 degrees 55 minutes 18 seconds East, a distance of 204.21 feet to a point;

thence North 07 degrees 16 minutes 25 seconds West, a distance of 166.34 feet to a 60d nail found in a fence post;

thence North 01 degrees 10 minutes 26 seconds East, a distance of 2,421.15 feet to a 1/2" rebar found;

thence North 88 degrees 30 minutes 00 seconds East, a distance of 349.95 feet to a 1/2" rebar found;

thence North 01 degrees 30 minutes 00 seconds West, a distance of 405.95 feet to a point on the southeasterly right of way of Blackjack Mountain Road (60' right of way);

thence along said right of way North 54 degrees 12 minutes 31 seconds East, a distance of 101.03 feet to a point;

thence continuing along said right of way North 48 degrees 02 minutes 08 seconds East, a distance of 88.00 feet to a point;

thence continuing along said right of way North 30 degrees 11 minutes 09 seconds East, a distance of 63.79 feet to a point;

thence continuing along said right of way North 05 degrees 13 minutes 30 seconds East, a distance of 72.78 feet to a point;

thence continuing along said right of way North 05 degrees 27 minutes 14 seconds West, a distance of 118.28 feet to a point;

thence continuing along said right of way North 05 degrees 21 minutes 14 seconds West, a distance of 118.16 feet to a point;

thence continuing along said right of way North 00 degrees 03 minutes 55 seconds East, a distance of 121.03 feet to a 1" open top pipe set;

thence leaving said right of way South 88 degrees 48 minutes 43 seconds East, a distance of 959.08 feet to a fence post;

thence North 03 degrees 07 minutes 41 seconds West, a distance of 1,539.51 feet to a stone found

thence North 00 degrees 17 minutes 33 seconds East, a distance of 1,188.07 feet to a stone found at the corner common to Land Lots 225, 226, 234 and 235;

thence South 89 degrees 41 minutes 38 seconds East, a distance of 1,420.19 feet to a 1" open top pipe set;

thence South 01 degrees 20 minutes 19 seconds West, a distance of 1,852.13 feet to a 1/2" rebar found;

thence South 00 degrees 06 minutes 19 seconds West, a distance of 551.64 feet to a 1/2" rebar found;

thence South 01 degrees 05 minutes 08 seconds West, a distance of 758.46 feet to a 1/2" rebar found;

2970 275

thence North 87 degrees 49 minutes 33 seconds West, a distance of 1,389.34 feet to a 1 1/4" flat iron found;
thence South 00 degrees 49 minutes 56 seconds West, a distance of 920.18 feet to a 1 1/2" flat iron found;
thence South 00 degrees 20 minutes 52 seconds West, a distance of 4634.99 feet to a fence post;
thence South 00 degrees 07 minutes 47 seconds East, a distance of 564.85 feet to a 1" spike found;
said 1" spike found being the POINT OF BEGINNING.

Said tract or parcel containing 311.41 acres or 13,564,828 square feet as shown on that certain survey prepared for the Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc., dated September 22, 2004.

Exhibit B

Permitted Encumbrances

1. All taxes for the year 2006, and subsequent years, not yet due and payable.
2. All matters shown on recorded plat filed in 1964, Plat Book 6, page 57, Carroll County records.
3. Rights of upper and lower riparian owners in and to the waters of crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.
4. Application for Conservation Use Valuation of Agricultural Property by Mrs. J.W. Watts, dated June 23, 1999, filed September 23, 1999, recorded in Deed Book 1168, page 471, aforesaid records.
5. Matters shown on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, Ga. R.L.S. No. 1901 of Armstrong Land Surveying, Inc., dated September 22, 2004.

RECORDED JAN 10 2005 KENNETH SKINNER, CLERK

Signing Authority - See Section 12

RELATED LAWS

Art. I, § 3

ARTICLE I. BOARD OF COMMISSIONERS*

Section 1. Governing authority.

(a) There is hereby created the Board of Commissioners of Carroll County to be elected and organized as hereinafter provided. There is hereby created the office of chairman of the Board of Commissioners of Carroll County, and said chairman shall be a member of the commission and elected as hereinafter provided.

(b) The Board of Commissioners of Carroll County, hereinafter referred to as the "commission," and the chairman of the Board of Commissioners of Carroll County, hereinafter referred to as the "chairman" shall constitute the governing authority of Carroll County, and the respective powers and duties of the commission and the chairman shall be as provided in this Act.

Section 2. The commission.

The Board of Commissioners of Carroll County which existed on December 31, 2001, is continued in existence but on and after July 1, 2002, shall be constituted as provided in this Act. The Board of Commissioners of Carroll County so continued and constituted, sometimes referred to in this Act as the "board," shall continue to have the powers, duties, rights, obligations and liabilities of that board as existed immediately prior to July 1, 2002. (2002 Ga. Laws, page 4570)

Editor's note—2002 Ga. Laws, page 4570 superceded the provisions of former § 2. Former § 2 pertained to similar subject matter, and derived from 1989 Ga. Laws, page 3546; 1992 Ga. Laws, page 6058; and 1996 Ga. Laws, page 3601.

Section 3. [Composition.]

(a) Those members of the Board of Commissioners of Carroll County who are serving as such on June 30, 2002, and any person selected to fill a vacancy in any such office shall continue to serve as such members until the regular expiration of their respective terms of office and upon the election and qualification of their respective successors. On and after July 1, 2002, the Board of Commissioners of Carroll County shall consist of seven members six of whom shall be elected from commissioner districts described in subsection (b) of this section and the member who is chairperson and who is elected at large as provided in Section 4 of this Act.

***Editor's note**—Printed herein is 1989 Ga. Laws, page 3546 which provides for a chairman and board of commissioners for the county. Amendments to the act are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

Code cross reference—Board of commissioners, § 2-26 et seq.

(b) For purposes of electing members of the board of commissioners, other than the chairperson, Carroll County is divided into six commissioner districts. One member of the board shall be elected from each such district. The six commissioner districts shall be and correspond to those six numbered districts described in and attached to and made a part of this Act and further identified as Plan Name: carrollccp5 Plan Type: LOCAL User: Gina Administrator: Carroll CC.*

(c) When used in such attachment, the terms "Tract" and "BG" (Block Group) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2000 for the State of Georgia. The separate numeric designations in a Tract description which are underneath a "BG" heading shall mean and describe individual Blocks within a Block Group as provided in the report of the Bureau of the Census for the United States decennial census of 2000 for the State of Georgia. Any part of Carroll County which is not included in any such district described in that attachment shall be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2000 for the State of Georgia. Any part of Carroll County which is described in that attachment as being in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2000 for the State of Georgia. Except as otherwise provided in the description of any commissioner district, whenever the description of such district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census map for the United States decennial census of 2000 for the State of Georgia.

(2002 Ga. Laws, page 4570)

Editor's note—2002 Ga. Laws, page 4570 superceded the provisions of former § 3. Former § 3 pertained to establishment of commission, and derived from 1989 Ga. Laws, page 3546.

Section 4. [Membership.]

(a) No person shall be a member of the board if that person is ineligible for such office pursuant to Code Section 45-2-1 of the O.C.G.A. or any other general law applicable to that office.

(b) In order to be elected as a member of the board from a commissioner district, a person must receive the number of votes cast as required by general law for that office in that district only. Only electors who are residents of that commissioner district may vote for a member of the board for that district. At the time of qualifying for election as a member of the board from a commissioner district, each candidate for such office shall specify the commissioner district for which that person is a candidate. A person elected or appointed as a member of the board from a commissioner district must continue to reside in that district during that person's term of office or that office shall become vacant.

***Editor's note**—The districts are not set out herein but are on file and available for inspection in the office of the county clerk.

(c) The member of the board who is chairperson of the board may reside anywhere within Carroll County and, if elected, must receive the number of votes cast for that office as required by general law in the entire county. The chairperson must continue to reside within the county during that person's term of office or that office shall become vacant.

(d) The first members of the reconstituted Board of Commissioners of Carroll County from Commissioner Districts 2, 4 and 6 shall be elected at the general election on the Tuesday next following the first Monday in November, 2002. Those members of the board elected thereto from Commissioner Districts 2, 4 and 6 in 2002 shall take office the first day of January immediately following that election and shall serve for initial terms of office which expire December 31, 2006, and upon the election and qualification of their respective successors. The first members of the reconstituted Board of Commissioners of Carroll County from Commissioner Districts 1, 3 and 5 and the chairperson shall be elected at the general election on the Tuesday next following the first Monday in November 2004. The chairperson and those members of the board elected thereto from Commissioner Districts 1, 3 and 5 in 2004 shall take office the first day of January immediately following that election and shall serve for initial terms of office which expire December 31, 2008, and upon the election and qualification of their respective successors. Those and all future successors to the chairperson and the members of the board whose terms of office are to expire shall be elected at the time of the state-wide general election immediately preceding the expiration of such terms, shall take office the first day of January immediately following that election, and shall serve for terms of office of four years. The chairperson and members of the board shall serve for the terms of office specified therefor in this subsection and until their respective successors are elected and qualified.

(e) All members of the board who are elected thereto shall be nominated and elected in accordance with Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code."

(f) Commissioner Districts 1, 2, 3, 4, 5 and 6 as they exist on December 31, 2001, shall continue to be designated as Commissioner Districts 1, 2, 3, 4, 5 and 6, respectively, but as newly described under this Act, and on and after July 1, 2002, such members of the board serving from those former commissioner districts shall be deemed to be serving from and representing their respective districts as newly described under this section.

(2002 Ga. Laws, page 4570)

Editor's note—2002 Ga. Laws, page 4570 superceded the provisions of former § 4. Former § 4 pertained to the chairman, and derived from 1989 Ga. Laws, page 3546; and 1996 Ga. Laws, page 3601.

Section 5. Vacancies.

(a) Vacancies on the commission and in the office of chairman occurring by reason of death, resignation, removal from the county or from the district from which elected or for any other reason shall be filled as provided in this section.

(b) In the event a vacancy occurs on the commission or in the office of chairman when at least 180 days remain in the unexpired term of office, the election superintendent of Carroll County, within 15 days after the vacancy occurs, shall issue the call for a special election to fill

such vacancy for the remainder of the unexpired term. Such special election shall be held not less than 29 nor more than 45 days after the issuance of the call and shall be held and conducted in accordance with the provisions of Title 21 of the O.C.G.A., the "Georgia Election Code," (O.C.G.A. § 21-2-1 et seq.) as now or hereafter amended. If the vacancy is in the office of chairman, the members of the commission shall select one of their members to exercise the

powers and duties of the chairman for the period beginning on the date the vacancy occurs and ending when the successor chairman takes office for the remainder of the unexpired term following the special election provided for herein.

Editor's note—O.C.G.A. § 21-2-540(b) provides that "at least 29 days shall intervene between the call of a special election and the holding of same." Accordingly, the phrase "no more than 45 days" should be considered as preempted by art. 3, sec. 6, para. 4(a) of the state constitution which provides, among other things, that "no local or special law shall be enacted in any case for which provision has been made by an existing general law. . . ."

(c) In the event a vacancy occurs in the office of chairman when less than 180 days remain in the unexpired term of office, the members of the commission shall select one of their members to exercise the powers and duties of the chairman for the remainder of the unexpired term.

(d) In the event a vacancy occurs on the commission when less than 180 days remain in the unexpired term of office, the remaining members of the commission shall appoint a qualified person to fill such vacancy for the remainder of the unexpired term. Any person appointed by the commission to fill a vacancy as provided herein shall possess the residency and other qualifications required for the office.

Section 6. Oath and bond.

Before entering upon the discharge of their duties, the chairman and members of the commission shall subscribe to an oath before the judge of the Probate Court of Carroll County for the true and faithful performance of their duties and that they are not the holders of any public funds unaccounted for. In addition the chairman shall further give a satisfactory surety bond, as determined by the judge of the Probate Court of Carroll County, and payable to the judge of the Probate Court of Carroll County and filed in the office of the judge of the Probate Court of Carroll County, in the sum of \$50,000.00, conditioned upon the faithful performance of the duties of the office. Each member of the commission shall give like bond in the sum of \$10,000.00. The costs of said bonds shall be paid from county funds.

Section 7. Compensation.

(a) The chairman shall receive an annual salary payable in equal monthly installments from funds of Carroll County. This annual salary shall be in an amount equal to the base annual salary and annual cost-of-living adjustment of the sheriff of Carroll County (as computed under paragraphs (1) and (2) of subsection (a) of O.C.G.A. § 15-16-20) plus \$10,000.00. The annual salary provided for in the previous sentence shall also be increased by a longevity increase of 5 percent for each four-year term of office completed by the chairman after July 1, 1989, such longevity increase to be figured and granted at the end of each four-year term if the chairman is reelected to a new term. The chairman shall also be furnished with the use of an automobile provided by the county at county expense.

(b) Each member of the commission other than the chairperson shall receive an annual salary of \$4,800.00, payable in equal monthly installments from funds of Carroll County. On and after January 1, 2000, whenever Carroll County civil service employees receive a cost-of-living increase, the annual base salary of the commissioners shall be increased by the same percentage.

(c) In addition to said salaries, the chairman shall receive an expense allowance of \$3,000.00 per year from county funds, and each other member of the commission shall receive an expense allowance of \$1,200.00 per year from county funds.

(1990 Ga. Laws, page 4111; 1999 Ga. Laws, page 4464)

Section 8. Powers and duties of the commission.

(a) The commission shall have the power and authority to fix and establish, by appropriate resolution or ordinance entered on its minutes, policies, rules, and regulations governing all matters reserved to its jurisdiction by this Act. The commission shall exercise only those powers which are necessarily and properly incident to its function as a policy-making or rule-making body or which are necessary to compel enforcement of its adopted resolutions or ordinances, and any power or combination of powers vested in the commission by this Act shall be subject to the limitations provided in Section 17 of this Act. The following powers are hereby vested in the commission:

- (1) To levy taxes;
- (2) To make appropriations;
- (3) To fix the rates of all other charges;
- (4) To authorize the incurring of indebtedness;
- (5) To authorize work to be done where the cost is to be assessed against benefited property and to fix the basis for such assessment;
- (6) To establish, alter, or abolish public roads, private ways, bridges, and ferries, according to law, but the chairman shall have the authority to accept subdivision plats when the requirements established by the commission for subdivisions have been met;
- (7) To establish, abolish, or change election precincts and militia districts according to law;
- (8) To allow the insolvent lists for the county;
- (9) To authorize the acceptance for the county of the provisions of any optional statute where the statute permits its acceptance by the governing authority of a county;
- (10) To regulate land use by implementing the Carroll County Future Land Use Plan and by the adoption of other planning and zoning ordinances which relate reasonably to the public health, safety, morality, and general welfare of the county and its citizens;
- (11) To create and change the boundaries of special taxing districts authorized by law;
- (12) To fix the bonds of county officers where they are not fixed by statute;

RELATED LAWS

Art. I, § 8

- (13) To enact any ordinances or other legislation the county may be given authority to enact;
- (14) To determine the priority of capital improvements;
- (15) To call elections for the voting of bonds;
- (16) To exercise, together with the chairman of the board of commissioners, all powers now or hereafter vested in county governing authorities by the Constitution and general laws of this state;
- (17) To fix, levy, and assess license fees, charges, or taxes on all persons, firms, and corporations engaging in or offering to engage in any trade, business, calling, avocation, or profession in the area of Carroll County, outside the incorporated limits of municipalities situated therein, except businesses which are subject to regulation

by the State Public Service Commission, and to classify all such persons, firms, and corporations according to the nature, manner, and size of business conducted by such persons, firms, and corporations and to fix, levy, and assess different license fees, charges, or taxes against different classes of trades, businesses, callings, avocations, or professions. Such licenses shall be issued, annually or otherwise, and may be revoked, cancelled, or suspended after notice and a hearing, in accordance with rules prescribed by the commission. Said commission shall be further authorized to adopt ordinances and resolutions to govern and regulate all such trades, businesses, callings, avocations, or professions, not contrary to regulations prescribed by general law, for the purpose of protecting and preserving the health, safety, welfare, and morals of the citizens of said county and to prescribe penalties for the violation of any such ordinances and resolutions, including the operation of such businesses without the obtaining of a license or when such license is revoked or suspended. Payment of said license fees, charges, or taxes may be enforced by fi. fas. issued by the commission and levied by any officer in said county authorized by law to levy fi. fas. for taxes, assessments, fines, costs, or forfeitures due said county. The commission shall be authorized, in its discretion, to require any and all persons, firms, or corporations licensed pursuant to the authority herein granted to give a bond payable to Carroll County and conditioned to pay said county or anyone else, suing in the name of said county and for their use, for injuries or damages received on account of dishonest, fraudulent, immoral, or improper conduct in the administration of the business so licensed, such bond to be fixed and approved by the commission. Such license fees, charges, or taxes shall be in addition to all other taxes or assessments heretofore or hereafter levied by said county, and all funds received from same shall be paid into the county depository as general funds of said county;

- (18) To adopt rules regulating the operation of the commission;
 - (19) To adopt a civil service system covering county employees and employees of elected county officers pursuant to Article IX, Section I, Paragraph IV of the 1983 Constitution of the State of Georgia;
 - (20) To take any action permitted by Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia;
 - (21) To make contributions for purely charitable public purposes;
 - (22) To authorize all contracts, except for contracts of employment, involving the expenditure of county funds in excess of \$12,500.00;
 - (23) To undertake and carry out community redevelopment programs pursuant to Article IX, Section II, Paragraph VII of the 1983 Constitution of the State of Georgia; and
 - (24) To make appointments from recommendations of the chairman to independent boards, agencies, and bodies.
- (b) In addition to the powers enumerated in subsection (a) of this section, the commission may adopt all such ordinances or regulations as it may deem advisable, not in conflict with the

general laws of this state and of the United States, for the governing and policing of the county for the purpose of protecting and preserving the health, safety, welfare, and morals of the citizens of the county and for the implementation and enforcement of the powers and duties of the commission; within the classes of subjects and areas of regulation enumerated below:

- (1) To control and regulate the operation of and running of bicycles, automobiles, motorcycles, motor scooters, buses, taxicabs, trucks, wagons, and any and all kinds of vehicles operated in, upon, over, and across the roads, streets, lanes, alleys, sidewalks, parks, plazas, squares, and public places in said county and outside the corporate limits of municipalities situated therein, whether such vehicles are propelled by hand, foot, animal, steam, electric, gasoline, or other motive power; to prescribe and fix speed limits and speed zones for all of the enumerated vehicles; to erect stop and warning signs and signals at dangerous intersections or places and at schools or other public places; to prescribe and establish lanes and directional signs, signals, and markings to control the direction or flow of traffic for all such vehicles, including limitation of travel to one direction and including markings, signals, and devices to control and regulate the manner of turning at intersections; to regulate and control, as well as to prohibit entirely, the parking, stopping, and standing of all such vehicles on or adjacent to such streets and public places; to impound such vehicles involved in violations of traffic ordinances or regulations; to restrict and limit the size and weight of all such vehicles operated on such streets and public places; to regulate and establish routes to be followed by trucks and other heavy or slow-moving vehicles; to regulate and control, by permits or otherwise, and to prohibit entirely, the times, routes, and manner of conduct of parades, motorcades, and other assemblages of all such vehicles, and public address systems or other noise-making devices on such streets and public places; to regulate and control the manner of operation of all such vehicles along, over, and across all such streets and ways so as to prohibit and prevent the careless and reckless operation of same in such manner as would be hazardous to persons or property; to regulate and control in any and all of the foregoing respects all travel by pedestrians and equestrians along, over, and across such streets, ways, and public places; and to do any and all things to provide for the safety of persons and property using such roads, streets, lanes, alleys, sidewalks, parks, plazas, squares, and public places and of persons and property situated adjacent thereto; and any and all things necessary or incident to accomplishment of any of the foregoing powers, including the authority to require registration of the enumerated vehicles and of their owners and to prescribe standards of mechanical safety for such vehicles and qualifications of operators thereof. To carry out all or any of the foregoing powers, the commission is hereby authorized to adopt as county ordinances all or such portions of Chapter 6 of Title 40 of the O.C.G.A., known as "The Uniform Rules of the Road," (O.C.G.A. § 40-6-1 et seq.) as to the commission may seem appropriate and the State Court of Carroll County may punish for violations thereof by fines or imprisonment or both not to exceed the limits set forth in Title 40 of the O.C.G.A., or in subsection (c) of this section, or in the ordinance adopting same; and the commission may adopt

other additional ordinances and regulations, not in conflict with Title 40 of the O.C.G.A., and prescribe punishment for violation of same not to exceed the limits set forth in subsection (c) of this section;

- (2) To adopt rules and regulations for the promotion of health and quarantine in the unincorporated area of said county, as are authorized by law or not inconsistent with general laws or regulations of the State Department of Human Resources or the Carroll County Board of Health, and to prescribe penalties and punishment for violations thereof. It is not the purpose or intent of this paragraph to interfere with or restrict the operation of the Carroll County Board of Health within the unincorporated area of Carroll County, but to provide for the implementation of same through the ordinances of the commission, and to promote more adequate health and quarantine provisions in said county, and to that end the commission is authorized to adopt all or any portion of the regulations of said Carroll County Board of Health, as the same may be amended from time to time, and to prescribe additional regulations not inconsistent therewith, and to prescribe penalties and punishment for violation of any such ordinances and regulations, which penalties and punishments may be enforced and imposed by the magistrate or State Court of Carroll County or other court having jurisdiction over offenses against county ordinances. Said health and quarantine powers shall extend to and embrace the health and quarantine of animals as well as persons;
- (3) To prevent dogs, horses, mules, cattle, hogs, sheep, goats, chickens, and all other animals, or any one or more kinds of such animals, from running at large in the unincorporated area of said county; to prevent the keeping of any animal or animals or to regulate the manner and numbers in which they may be kept; to take up and impound any of such animals and to punish all owners or other persons keeping animals for failure or refusal to obey any such ordinance and to fix penalties and charges to be paid for release of such impounded animals; to provide for the sale or disposition of unclaimed animals impounded; to levy and collect a tax upon dogs kept in said county and to provide for registration of dogs; and to do any and all things necessary to carry out the purposes of this paragraph for the public interest;
- (4) To prescribe penalties and punishment for the violation of zoning ordinances, building codes (including electrical, plumbing, heating, and air conditioning regulations), and all other lawful ordinances adopted by the commission pursuant to this or any other law in force in said county;
- (5) To provide ordinances for the preservation and protection of county property and equipment and the administration and use of county facilities, such as parks, playgrounds, and swimming pools, by the public, and to prescribe penalties and punishment for violations thereof;
- (6) To prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting, and to prescribe penalties and punishment for violation thereof;

- (7) To prohibit or regulate and control the erection and maintenance of signs, billboards, trees, shrubs, fences, buildings, and any and all other structures or obstructions upon or adjacent to the rights of way of streets and roads within the unincorporated area of said county, and to prescribe penalties and punishment for violation of such ordinances; and
- (8) To adopt ordinances and regulations for the prevention of idleness, loitering, vagrancy, disorderly conduct, public drunkenness, and disturbing the peace in the unincorporated area of said county and to prohibit the playing of lotteries therein, and to prohibit or regulate such other conduct and activities within said area of Carroll County which, while not constituting an offense against the general laws of this state, is deemed by the commission to be detrimental and offensive to the peace, good order, and dignity of Carroll County and to the welfare and morals of the citizens thereof.

(c) The commission is hereby authorized to adopt ordinances prescribing penalties and punishment for violation of any and all ordinances adopted by the commission to carry out any of the provisions of this section or other provisions of this Act or of any other law, and to prescribe maximum penalties and punishment for violation of same, except that the same shall in no event exceed a fine of \$1,000.00 or imprisonment in the county jail for 60 days or both such fine and imprisonment.

(d) The chairman shall have the authority to exercise all of the powers set forth in this section until such time as the other members of the commission take office pursuant to the provisions of Section 3.

Section 9. Audits.

The commission may have the books and the accounts of the tax commissioner, custodian of all county funds, sheriff, commissioner, and such other officers as may be necessary audited annually by a certified public accountant of this state who shall be paid from county funds. Said audit shall be filed in the office of the chairman of the Board of Commissioners of Carroll County and shall at all times be subject to inspection by any citizen or taxpayer of said county. A summary of said audit shall be published in the official organ of Carroll County within 30 days after it shall have been completed.

Section 10. Vice-chairman.

(a) At the first regular meeting in January of each year, the commission shall elect from its membership a vice-chairman. The member serving as vice-chairman shall retain all rights, powers, and duties as a member of the commission.

(b) The vice-chairman shall preside at meetings of the commission, in the absence of the chairman of the board of commissioners.

Code cross reference—Vice-chairman of the board of commissioners, § 2-7.

Section 11. Meetings.

The commission shall hold regular evening meetings on the first Tuesday of each month at the county seat, unless changed by a majority vote of the commission, which meetings shall be open to the public, and may hold such additional meetings as shall be necessary when called by the chairman, or any four members of the commission, but all members shall be notified in advance of any such additional meeting as required by law. No official action shall be taken by the commission except in a meeting which is held in compliance with O.C.G.A. § 50-14-1 relating to open meetings. Any five members of the commission shall constitute a quorum, except that a lesser number shall be sufficient to recess or adjourn any meeting; but no official action shall be taken except upon the affirmative vote of at least four members of the commission.

Editor's note—By majority vote of the board of commissioners in a meeting on July 10, 2001, the board voted to hold the regular evening meeting on the first Tuesday of each month at 6:30 p.m. and to hold a meeting for zoning and other business matters on the third Tuesday of each month at 6:30 p.m.

Code cross reference—Meetings of the board of commissioners, § 2-11 et seq.

Section 12. Powers and duties of the chairman.

(a) The chairman shall have the exclusive power to supervise, direct, and control the administration of the county government. The chairman shall carry out, execute, and enforce the ordinances, policies, rules, and regulations of the commission when such ordinances, policies, rules, and regulations become effective. Members of the commission shall deal solely through the chairman in all matters concerning the operation, supervision, and administration of the various departments, offices, and agencies of the county government. No member of the commission shall directly or indirectly order, instruct, or otherwise attempt to control the actions of county personnel subject to the administrative and supervisory control of the chairman.

(b) The chairman shall have the power to propose changes in, consolidation of, or creation or abolishment of any departments, agencies, or offices over which the chairman exercises supervision and control.

(c) Subject to confirmation by the commission, the chairman shall appoint the county attorney. Within budgetary limitations, the chairman shall fix the compensation of the county attorney. The county attorney shall thereafter serve at the pleasure of the chairman and may also be discharged by the affirmative vote of at least six members of the commission.

(d) Subject to budgetary limitations and Carroll County merit system regulations, the chairman shall have exclusive authority to appoint, remove, and fix the compensation of all employees and officials of the county. The appointment, removal, and compensation of persons filling offices and positions created by state statutes, when not otherwise prescribed by such statutes, shall be made and fixed by the chairman within budgetary limitations.

(e) The chairman of the board of commissioners may, at such officer's discretion, preside at any regular or specially called meeting of the commission and may vote on all matters before the commission for a vote. The chairman may convene special meetings of the commission when deemed necessary, but all members shall be notified in advance of any such special meeting as required by law.

(f) The chairman may compel the attendance of members at meetings of the commission by subpoena, when deemed necessary, subject to the policy of the commission as established by its rules.

(g) The chairman shall have power to investigate the affairs, records, and expenditures of the various authorities, boards, councils, commissions, committees, and similar bodies or agencies, whether created by ordinance of the commission or by Acts of the General Assembly, relating to the affairs of the county and to report thereon to the commission.

(h) The chairman shall represent the county in intergovernmental matters and shall seek to promote and improve the government of the county and encourage the growth of the county and promote and develop the prosperity and well-being of the citizens of the county.

(i) The chairman, within 120 days after the close of each fiscal year, shall prepare and submit to the commission a complete annual report on the financial affairs and activities of the county for the immediately preceding fiscal year. The annual report shall show all income from all sources, including state, county, and federal funds, and all expenditures. The chairman shall cause a summary of said annual report to be published in the official organ of Carroll County. Said publishing summary shall state that a copy of the full report is available from the office of the chairman. The chairman shall also send copies of the full report to each branch of the county library. The chairman shall also make financial reports during the year as may be required by the commission.

(j) The chairman shall devote full time to the duties of the office and shall have no other source of employment.

(k) The chairman may recommend, at any time, to the commission for its formal consideration such measures or proposals as are deemed necessary or desirable to improve the administration of the affairs of the county.

(l) The chairman shall issue calls for agenda items and shall prepare and publish a listing of those items and the same shall serve as the agenda for the commission unless superseded by the commission.

Section 13. Reserved.

Section 14. Budgeting; control of expenditures.

(a) The county will comply with O.C.G.A. § 36-81-1 et seq. relating to local government budgets and audits, as well as the following provisions of this section.

RELATED LAWS

Art. I, § 14

(b) The chairman shall serve as budget officer for the county. The chairman shall submit to the board not later than the regular May meeting of each year a revenue estimate for the following year and a proposed budget governing the expenditures of all funds expected to be

available to the county for the following calendar year and shall include proposed expenditures for capital outlay and public works projects. The chairman shall submit to the commission at the time the proposed budget is submitted a report containing information relating to the financial affairs of the county which is relevant to establishing the annual budget.

(c) At the time the proposed budget is submitted to the commission, the chairman shall cause to be published in the official organ of Carroll County a copy of the proposed budget along with the public notices required by O.C.G.A. § 36-81-5(e). It shall be the duty of the commission to hold a meeting at the time and place specified in the notice for the purpose of conducting such public hearing. The commission shall review the proposed budget at such public hearing and may adopt the same as submitted by the chairman or make such amendments thereto as the commission may deem necessary to maintain the county in sound financial condition. The commission may continue the hearing on the proposed budget from time to time, but the time of and the place where the hearing is continued shall be publicly announced at the previous hearing. The commission shall adopt the proposed budget as submitted or as amended by the commission as the budget for the county for the following calendar year by not later than June 30.

(d) The final budget adopted by the commission shall constitute the commission's appropriations of all funds for the calendar year covered by the budget. The budget may be amended during the calendar year which it covers upon the commission taking formal action for such purpose at a regular meeting of the commission. Prior to taking such action, the commission shall cause to be published in the official organ of Carroll County a notice setting forth the proposed changes in the budget and a summary of the reasons therefor. Said notice shall also state the time and place of the regular meeting of the commission at which action to amend the budget is to be taken. Said notice shall be published at least ten days prior to the date of the meeting. No increase in appropriations shall be made without provision also being made to finance such increase.

(e) A copy of the final budget adopted by the commission and any amendment to or revision of the budget shall be transmitted by the chairman to the grand jury of the Superior Court of Carroll County then in session.

(f) No expenditure of county funds shall be made except in accordance with the county budget, or amendments thereto, adopted by the commission. The chairman shall enforce compliance with this requirement by all departments, offices, or agencies of the county government, including elected county officers, and to this end shall institute a system of quarterly allotments of all moneys appropriated and budgeted.

Section 15. Clerk.

Subject to confirmation by the commission, the chairman is authorized to appoint a clerk of Carroll County. Any citizen of said county, other than a commissioner, shall be eligible to hold said office of clerk of said commission and shall receive a salary for his services to be fixed by the commission, which salary shall be paid in equal monthly installments. Said clerk before entering upon his duties shall give bond, with some responsible surety company authorized to

do business in Georgia, as his surety, in the sum of \$50,000.00, to be approved by the commission, the premium on said bond to be paid by the county, payable to the judge of the probate court of said county and his successors in office and conditioned upon the faithful performance of his duties as such clerk and to account for any and all funds, property, or effects which may come into his hands as such clerk or otherwise, which said bond shall be filed with the judge of the probate court of said county and recorded on his minutes and may be sued on in like manner as the bond of the commissioners. He shall keep minutes of all meetings of said commission, an inventory of all properties, and such books and records as may be required of him by the commission and do such other acts and things as may be required of him by law or by the commission.

Section 16. Records; minutes.

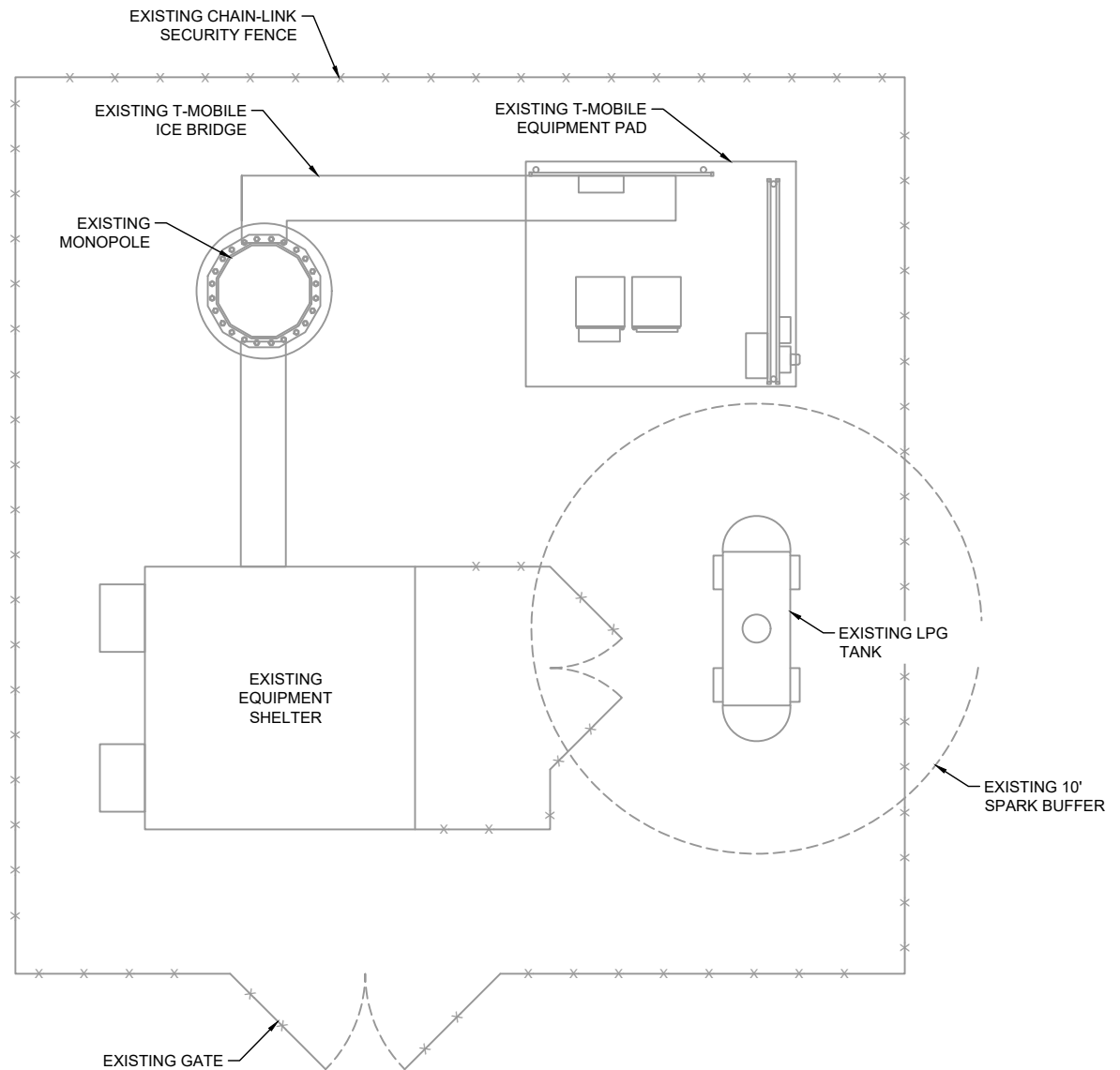
The clerk of the commission shall keep a proper and accurate book of minutes wherein shall appear all the acts, orders, and proceedings of the commission, in chronological order. The minute books of the commission shall be open to public inspection at all times during the regular office hours, and certified copies of any entries therein shall be furnished by said clerk to any person requesting same upon payment of a reasonable fee, to be paid into the county treasury as other funds, to be assessed by the commission in an amount sufficient to defray the cost of preparing same.

Section 17. Limitations on powers.

No power or combination of powers vested in the commission by Section 8 or any other provision of this Act may be exercised in any manner to amend, change, supersede, or repeal, directly or indirectly, any powers vested in the chairman by this Act.

Section 18. Commissioner districts.

Editor's note—Former section 18 described the geographical areas of the districts from which members of the board of commissioners were elected as set forth in 1992 Ga. Laws, page 6592. This act was repealed because it did not meet the approval of the U.S. Attorney General in accordance with section 3 of such act. Descriptions of current election districts are on file and maintained in the office of the county election superintendent.



EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"

PROJECT INFORMATION:

TENANT: T-MOBILE
ONE RAVINA DRIVE
SUITE 1000
ATLANTA, GA 30346

TOWER OWNER: CARROLL COUNTY GA

SITE ADDRESS: 4950 S HWY 100
BOWDON, GA 30108

T-MOBILE SITE ID:
9AT5529B

DESIGN REVISION:

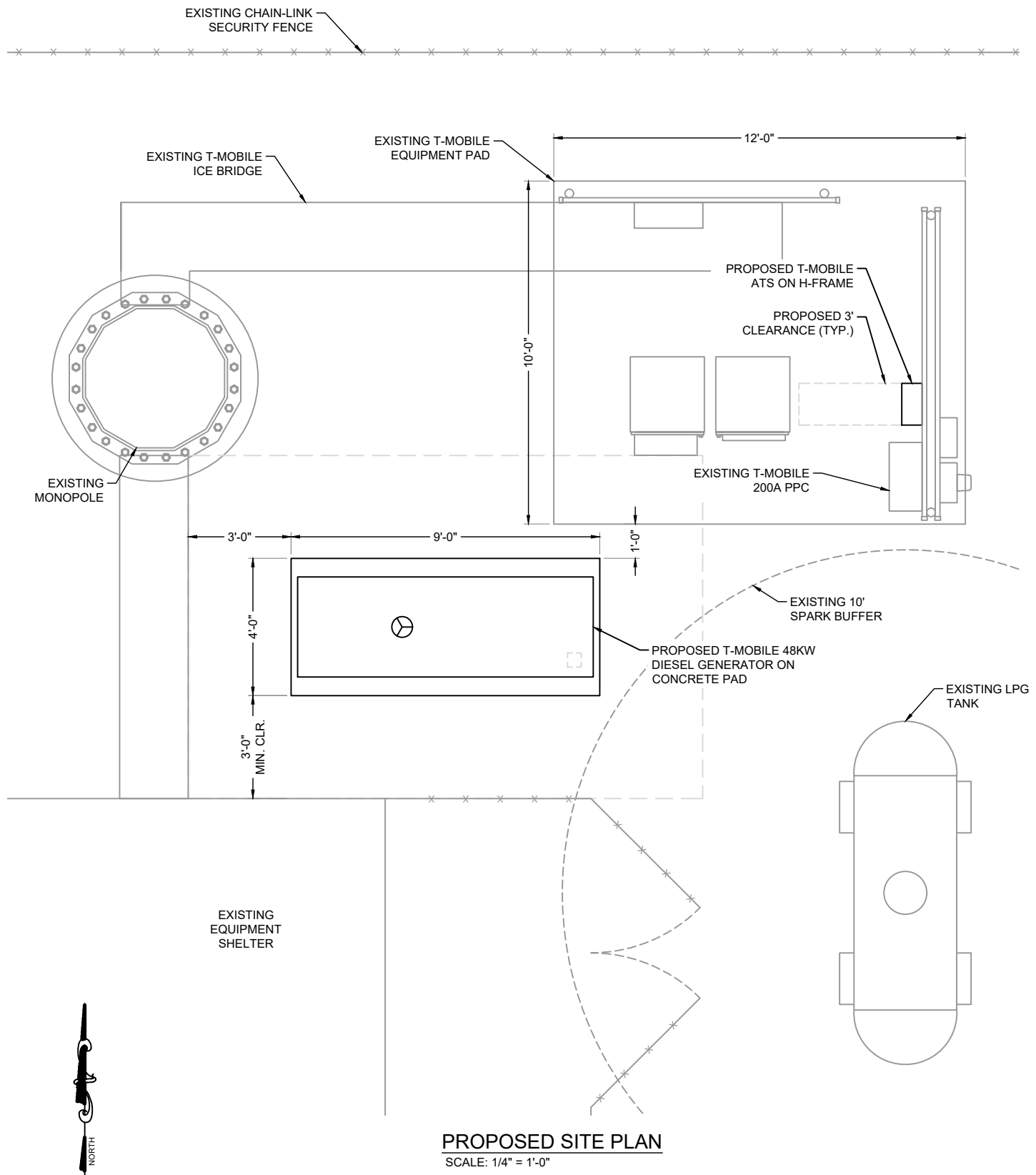
0	04/11/25	ISSUED FOR REVIEW
NO.	DATE	REVISIONS

PREPARED FOR:

T-Mobile

PREPARED BY:

TRIUMPH
SOLUTIONS, LLC



PROJECT INFORMATION:

TENANT: T-MOBILE
ONE RAVINA DRIVE
SUITE 1000
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DESIGN REVISION:		
0	04/11/25	ISSUED FOR REVIEW
NO.	DATE	REVISIONS

PREPARED FOR:

T-Mobile

PREPARED BY:

TRIUMPH SOLUTIONS, LLC

Carroll County, GA - Service Level Agreement (SLA) for GeoPermits

1. Introduction

This Service Level Agreement (SLA) outlines the service commitments, availability, performance expectations, and support responsibilities for **GeoPermits**, provided by **Schneider Geospatial**.

2. Service Scope

GeoPermits provides web-based access to workflow processes and primarily used for Online Permitting, supporting municipal governments, tax assessors, and the public.

3. System Availability & Uptime

- **Guaranteed Uptime:** 99.5% monthly uptime, excluding scheduled maintenance.
- **Measurement:** Uptime is calculated as the percentage of time the system is available, excluding:
 - Scheduled maintenance (notified at least 48 hours in advance)
 - Emergency maintenance (minimized to the extent reasonably possible within the control of Schneider Geospatial and communicated as soon as reasonably possible)
 - Force majeure events (natural disasters/occurrences, cyberattacks, events outside the reasonable control of Schneider Geospatial, etc.)

4. Support & Response Times

- **Technical Support:**
 - Communication with technical support is initiated upon implementation of the services
 - End users may contact technical support via email or telephone
 - Phone: 866.362.6789
 - Email: support@schneidergis.com
 - Live Support 8:00 am to 5:00 pm Central Time, Monday through Friday
- **Response Times:**

Severity Level	Definition	Response Time	Resolution Time Target
Critical (P1)	System-wide outage, inaccessible site	1 hour	4 hours or reasonable best effort
High (P2)	Major functionality impacted, severe performance degradation	4 hours	1 business day
Medium (P3)	Non-critical feature issue, data inconsistency	1 business day	5 business days
Low (P4)	Minor issues, cosmetic problems, general inquiries	5 business days	15 business days

Estimated response and resolution times are during Schneider Geospatial's normal business hours.

5. Data Accuracy & Refresh

- **Data Integrity Assurance:** Schneider Geospatial ensures the accuracy of displayed data per the latest provided datasets but does not guarantee real-time accuracy beyond those updates.

6. Security & Compliance

- **Encryption:** Data is encrypted in transit via HTTPS.
- **Data Protection:** Regular security audits and adherence to state/local data governance standards.
- **User Authentication:** Secure login required for administrative users.

7. Maintenance & Downtime Communication

- **Scheduled Maintenance:** Typically performed during off-peak hours (e.g., weekends, overnight).
- **Notifications:** Clients will receive at least 48 hours' notice via email or system alerts.

8. Client Responsibilities

- Provide timely updates of property/GIS data.
- Ensure internal user compliance with security policies.
- Report issues with sufficient details to facilitate troubleshooting.

9. SLA Credits

If uptime falls below the agreed **99.5%**, affected clients may request a **service credit** equivalent to a percentage of their subscription fee:

- 95%-99.5%: **5% credit (of the month affected).**
- Below 95%: **10% credit (of the month affected).**

10. Exclusions

This SLA does not cover:

- Issues caused by client-side network failures.
- Third-party data source failures.
- Failures affecting hyper-scale hosting environments (i.e. AWS, Azure, etc.) impacting multiple companies or services.
- Outages due to force majeure events.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Carroll County, Georgia**, whose place of business is: 997 Newnan Dr. Carrollton, GA 30116 ("CLIENT").

Data provided by CLIENT for this project will not be shared or disclosed by PROFESSIONAL without written permission from CLIENT.

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **GeoPermits Portal Development**

Development of a web based **GeoPermits** portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
- b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
- c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
- d. Administrative interface for CLIENT workflow project setup and configuration.
 - i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - ii. Create and edit unlimited number of stages for each workflow project.
 - iii. Create and edit unlimited number of data entities for each stage.
 - iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - v. Modify stage sequencing.
 - vi. Restrict visibility of workflow projects and stages to admin users only.
 - vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
 - viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - ix. Clone project capability to create a new workflow project based on an existing workflow project.
 - x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
 - xii. Project Summary page with detailed outline of each workflow project.
 - xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
- e. Multiple supported data entity types for data entry forms, including the following:
 - i. Short text box
 - ii. Long text box (Comments)
 - iii. Date
 - iv. Document attachment (with file browser)
 - v. Fee
 - vi. Lookup (dropdown list)
 - vii. Number
 - viii. Static Labels
 - ix. Checkbox, Radio Button
- f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
- g. CLIENT's community website branding to allow the community to provide a header logo image and contact

- information from the organization.
- h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
 - i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
 - i. My Applications (in progress)
 - ii. Applications Needing My Attention
 - iii. Inspections to Schedule
 - iv. Inspections to Complete
 - v. Contractor Registrations about to Expire
 - j. Integration with CLIENT's existing **qPublic.net** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.
 - k. Integration with data on Carroll County's existing **qPublic.net** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. This agreement assumes CLIENT has acquired permission from Carroll County, GA to use the data on Carroll County's **qPublic.net** website and that Carroll County, GA has an active **qPublic.net** core hosting agreement with Professional. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.
 - l. Contractor Registration Interface
 - i. Allows system users to register as a contractor with CLIENT.
 - ii. Admin interface to setup contractor types and registration fees
 - iii. Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
 - m. Included Services:
 - i. Administrative account setup and deployment.
 - ii. Two (2), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.
 - n. **Payment Processor Integration – Government Window**

PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with CLIENT's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid,

and to return the end user to the **GeoPermits** website.

o. Essentials Service Package

i. Initial Setup (*one-time*)

- 1) CLIENT will have up to **twelve** days (96 hours) of remote custom GIS consulting for modifications and customization of existing permit templates. These modifications would include items such as but not limited to:
 - a) Role / email addresses setup specific for CLIENT
 - b) Removal / addition of application questions to existing permit / workflows (i.e. adding additional document uploads, add franchise information, etc.)
 - c) Email response language modifications
 - d) Adding CLIENT logo
 - e) Update fee table
 - f) Permit / workflow customizations
- 2) CLIENT would select which permit templates that would be initially implemented. These permit templates would be modified to meet the CLIENT's permitting processes and needs using the available hours.
- 3) PROFESSIONAL anticipates the time to be spread equally throughout the first 12 months of the project. Hours may be accelerated within the first 12 months based on mutual agreement between the CLIENT and PROFESSIONAL. Unused time do not carry over past the first twelve months of the project. CLIENT is encouraged to utilize / schedule any unused time remaining by the tenth month of the project.

ii. Permitting Flex Support (*on-going*)

- 1) CLIENT will have up to **twelve** days (96 hours) per year of Flex (remote) Support. PROFESSIONAL anticipates the time to be spread equally throughout the year; however, time may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. Unused time does not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours at least 45 days before the end of the year. This time could be used for items such as, but not limited to:
 - a) Development, modification, and publication of permit / workflows
 - b) Respond to technical support questions from CLIENT's staff
 - c) Consulting time may be prorated in year 1

iii. Users' Conference

- 1) 2 tickets, plus airfare and hotel to Schneider Users' Conference

B. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work).

Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. GeoPermits

a. One-time Setup Cost: **\$24,000**

Setup items:

Core Setup:	\$39,000
Payment Processor Integration (Non-preferred):	\$ 7,400
Subtotal:	\$46,400
<u>Discount:</u>	<u>-\$22,400</u>
Total:	\$24,000

b. Annual Hosting: **\$39,000**

Hosting items:

Core Hosting:	Included
Map:	Included
Flex Support:	Included
Total:	\$39,000

B. Payment Schedule

Year 1	July 1, 2025 – June 30, 2026:	\$63,000
	(Setup: \$24,000, Hosting: \$39,000)	
Year 2	July 1, 2026 – June 30, 2027:	\$40,950
Year 3	July 1, 2027 – June 30, 2028:	\$42,997

C. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from CLIENT to access data sources defined in the Scope of Services.
 - 1) Database connection information.
 - 2) Server name or IP address.
 - 3) Database name.
 - 4) User login information for read access.
 - 5) Data dictionary or schema, as available.
- ii. Network paths to all file data sources.

- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to CLIENT's data sources and files.
- iv. All information must be provided by CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.
- b. **Portal Hosting and Maintenance**
 - i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
 - ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsOfService>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through 6/30/2025.

PROFESSIONAL:

Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President & CEO

Date: _____

CLIENT:

Carroll County, Georgia

By: _____

Print: _____

Title: _____

Date: _____