



Blakely City Council Agenda

May 3, 2022, City Hall, 6:00 P.M.

- I. Call To Order, Roll Call, Invocation, Pledge Of Allegiance
- II. Mayor's Spotlight
- III. Approve Minutes
 1. Minutes April 5, 2022
 - i. Work Session
 - ii. Regular Session
- IV. Citizens And Delegations
 2. Latonya Townsend – Use Of City Property For Tent Revival
- V. Administrative Committee
 3. Will Caudill – Updates
 4. Matt Hromalik - E911 Updates
 5. Code Enforcement – Update On Properties Going To Court
- VI. City Attorney's Report
 6. Verizon Water Tank Lease
 7. Radio Tower Lease
- VII. City Clerk's Report
- VIII. New Items Proposed By Mayor And City Council
 8. Proclamation Professional Municipal Clerks Week
 9. Zoom Subscription for GICH
 10. GMA District Ballot
- IX. Public Comments
- X. Adjournment



Blakely City Council Minutes

April 5, 2022, City Hall, 6:00 P.M.
Work Session

The Mayor informed the Council that the City had been shut down early because of the pending inclement weather so that employees were not having to travel in the weather.

The Mayor spoke to the Council regarding the updated information provided by CoCo's Lounge regarding their on-premise consumption alcohol license. The Mayor stated that Chief Caudill had presented his concerns at the last meeting and asked the Council if they had any direct questions for Mr. Johnson. Councilmember Clenney asked if any progress had been made on the ordinance separating the restaurants to clubs. The Mayor stated that the ordinance was according to the referendum. There was some discussion regarding the information presented previously, by the Mayor, for the Council to review from another city. Councilmember Jarrett questioned the Assistant Chief Tinsley if there were any issues pertaining to CoCo's Lounge. Assistant Chief Tinsley spoke on some law enforcement issues. Mr. Johnson's attorney came before the Mayor and Council to discuss the issue of non-renewal. The Mayor stated that the City Attorney did have some documents where the ordinance could be changed but since he had not provided the information as of yet. The Mayor explained how/why the updated CPA letter had been presented. He then stated that currently the issue is according to the updated information Mr. Johnson had presented. Mr. Johnson's attorney spoke to the Mayor and Council regarding this issue. He stated that according to what Mr. Johnson understood what was required is what he presented. He stated that at the present time Mr. Johnson is questioning why there are continued issues if he presented the documentation that was requested. Assistant Chief Tinsley stated that Chief Caudill was still in opposition per the document presented unless there was something new presented. Mr. Johnson's attorney stated that it was not in the ordinance as to what documentation would be required to satisfy the ordinance. He then stated that documentation per the ordinance was presented with percentages broken out. He stated that per what he reviewed the ordinance had been satisfied by the document. The Mayor stated that the Council took the same document from Gold Rush and it was from the same accountant and approved their license. He stated that the City needs to move forward on making the ordinance clearer to what is required. There was discussion between the Mayor and Council on how they chose to move forward. There was discussion as well as to separating the ordinance between restaurants and clubs. The Mayor stated that once the ordinance is updated have a work session with the business owners on the new ordinance and what is required.

The Mayor updated the Council on the Verizon agreement. He informed the Council that the site assessment and agreement were moving forward and close to being completed. The Mayor informed the Council that Verizon had picked a place on the tower for installation. He informed the Council that



Blakely City Council Minutes

the City Attorney was working on some changes in the agreement and that there was the possibility for additional income above the \$19,000 per year as initially stated.

The Mayor informed the Council that the GP agreement was close to being completed and implemented and are awaiting the final documents.

The Mayor spoke on the financial cost of an upgrade to the City barn. He asked the Council to consider the cost of a new building for the departments that bring in the revenue. He reminded the Council of the cost of other City buildings upgraded. Lane spoke on how the new City barn would be laid out. The Mayor spoke on the possible use of property tax funds, a \$100,000 yearly commitment over four years through financing at a low interest rate, or the telecom sale refund to pay for the upgrade. He reminded the Council that the telecom refund should be received next year. He spoke on how he felt that an upgrade would better moral due to functionality, internet, breakrooms and overall better working conditions. The Mayor asked the Council to visit the site so that they can see the present conditions.

The Mayor presented a proposal for a grapple truck for the Sanitation Department. The Mayor stated that maintenance cost on the oldest grapple truck were increasing. The Mayor informed the Council of a grant writer that the County was utilizing that had gotten them vehicle through USDA grants. He then spoke on the possibility of getting in touch with the grant writer to assist the City as well. The Mayor informed the Council that the cost of the new truck was \$179,700 and the grant, if gotten, could be \$50,000 toward the purchase.

The Mayor informed the Council that the grant writers cost was \$500 per month and he asked the Council to consider approval of contracting with her. He then asked that the Clerk get the grant writers information from the County.

The Mayor asked the Council if they are good with the rehab of the Civic Center to get it back in operation since the addition could possibly no longer be a viable option.

Assistant Chief Tinsley spoke about the parking spaces on Bay St and the new uniforms. The Mayor stated that the only thing that was needed on the uniforms was for the Council to vote on the change of color per the quote of \$6,115.

Travis Wimbush, Mayor



Blakely City Council Minutes

April 5, 2022, City Hall, 6:00 P.M.

- I. **Public Hearing Zone Change Request Corner of Chattahoochee & Flowers Dr**
The Mayor explained the process of the hearing. He stated that those in favor and those in opposition would be allotted the same amount of time to be heard. He asked if there was anyone in favor who wished to speak.

Ms. Nancy Wright came before the Mayor and Council in favor of the rezoning. She spoke of her plan to build decent housing as apartments in this location. She informed the Mayor and Council of her history. She informed them that this project was targeting seniors and veterans. She gave a brief explanation of how the apartments would look like.

The Mayor asked if there was anyone in opposition that would like to speak. No one in opposition was present.

The hearing was closed at 6:07

- II. **Call To Order, Roll Call, Invocation, Pledge Of Allegiance**
Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Davis, Councilmember Hutchins, Councilmember Jarrett and Councilmember Clenney were all present. Also present was the City Attorney Flin Coleman and the City Clerk Melinda Crook. After a moment of silence Councilmember Hutchins gave the invocation. The Mayor and Council led the public in the Pledge of Allegiance
- III. **Mayor's Spotlight**
The Mayor stated that the March Mayor's spotlight was on an employee who presently was on night shift and could not be present at the meeting. He stated that the March Mayor's spotlight was on Artigas Gregory. He spoke on things that Mr. Gregory has done since being employee by the City. He stated that at Peanut Proud he watched Mr. Gregory taking time to talk to a group of young men for a period of time. He stated that since Mr. Gregory was on night shift pictures would have to taken at a later time.

A motion was made by Councilmember Hutchins and seconded by Councilmember Jarrett to amend the agenda to add an Executive Session. The motion carried unanimously by Councilmembers present

- IV. **Approve Minutes**
 1. Minutes March 1, 2022 & March 22, 2022



Blakely City Council Minutes

A motion was made by Councilmember Clenney and seconded by Councilmember Hutchins to approve the March work session, regular session and special called meeting minutes. The motion carried unanimously by Councilmembers present

V. Citizens And Delegations

Darrell Alexander – use of Howell Park

Elber Lee came before the Mayor and Council to request use of the Jeanette King Memorial Park on May 7th to host a May Day event. He stated that he felt the event would be helpful to the community and could be beneficial to solidarity of the community and Police. He gave a list of speakers for the event, Sheriff Price, Chief Caudill and Dewana Fields. Councilmember Hutchins questioned if Mr. Lee had spoken with the Mayor about this event to which he said that he had. The Mayor stated that he had spoken with Mr. Lee and that he was ok with the event but that it was an item that needed to come before the Council for a vote because it was an event. A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve use of the Jeanette King Memorial Park on May 7th for the May Day event. Councilmember Hutchins questions if there were any costs for services and if there was any liability to the City due to items that may be present. The Mayor stated that no slides would be present due to no capability of was use for that type of item. The motion carried unanimously by Councilmembers present

Petition Requesting Speed Bumps on Chattahoochee Ave

The Mayor and Councilmembers had been presented with a signed petition from the individuals who lived on Chattahoochee Ave. A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to approve speed bumps on Chattahoochee Ave as requested. The motion carried unanimously by Councilmembers present

VI. Administrative Committee

Will Caudill – Updates

Assistant Chief Tinsley presented the March monthly Police report stating that the total number of calls was 1,062. She then gave a run down of the calls. She informed the Mayor and Council that Officer Exum had completed the EQT and is now GA certified. She stated that two cadets were still in the academy and should graduate April 22 and that one part time Officer McDowell, had been removed from the roster and one part officer Cawthorn had been added to the roster. Councilmember Jarrett questioned if they were still short staffed to which Assistant Chief Tinsley stated that they were still two short, that they were at 14 sworn full time, two sworn part time and two in the academy.

Matt Hromalik - E911 Updates



Blakely City Council Minutes

Director Hromalik gave the March monthly E911 report. He stated that they had received a total of 4,300 calls. The Mayor questioned if the quarterly county meetings had resumed to which Director Hromalik stated that they were resuming.

2. Planning Commission –

i. Zone Change Request Corner of Chattahoochee & Flowers Dr

Kenneth Jones informed the Mayor and Council that the Planning Commission had a public hearing about the rezoning and that no members of the public were in attendance. He stated that this involved two properties. He stated that this rezoning was for a four apartment project. He stated that the property is large enough to accommodate this project. He stated that there could be some issues with GA Power and/or Three Notch power lines and any possible easements there might be and that would have to be addressed with the Mayor and Council. He stated that presently the property is zoned R1 (a 1200sq ft house). He stated that a question had been raised about if a mobile home could be put there if the zone was changed to which Kenneth stated that one lot could possibly be large enough but he wasn't sure and that would have to go to a surveyor. He reiterated that the zone change would allow for the apartments to be built. He stated that the zone change allowed for 3,000 sq ft for the complex with each apartment being at least 600 sq ft. He stated that the notice had been put in the paper and a sign had been posted at the property. He informed the Mayor and Council that it had past the Planning Commission with three voting to approve the zone change and one voting against it so the motion to approve the zone change had passed the Planning Commission. A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the zone change from R1 to R2 for the property at the corner of Chattahoochee & Flowers with a possible address of 99 Chattahoochee. Councilmember Hutchins question the other lot where a mobile home could possibly be placed. Kenneth stated that if the lot was big enough the R2 zone would allow for a mobile home but her proposal was for apartments and that was a question that had been asked but that the two could not be put on the same property. Kenneth stated that property across the street was zoned R2 and the lot with the sign didn't have a number. Councilmember Jarrett questioned if the motion could be changed for just the apartments. The Mayor stated that zone request was made to just change the zone from R1 to R2 to construct apartments and that Ms. Wright was specific on what her intentions are and the zone change would allow for this type of project. The Mayor then stated that there was a lien of a nuisance abatement that had taken place back in 2012 and that Ms. Wright had not been made aware of this at the time she purchased the property. The Mayor asked that the Council consider waiving the attempt to collect the nuisance abatement and that this be included in the motion because what she is trying to do will benefit the community. The Mayor asked the Clerk to take a poll of the vote to make sure that it is clearly stated. The clerk informed the Mayor that per the poll of votes the motion carried with Councilmember Clenney voting "YEAH", Councilmember Jarrett voting "YEAH", Councilmember Hutchins abstained and

CITY of BLAKELY

P.O. Box 350 | BLAKELY, GEORGIA 39823

TELEPHONE: 229.723.3677 | FAX: 229.723.2520

www.cityofblakely.net



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Councilmember Davis voting "YEAH." A motion was made by Councilmember Davis and seconded by Councilmember Jarrett to waive the nuisance abatement from 2012. The motion carried with Councilmember Davis, Councilmember Jarrett and Councilmember Clenney voting "YEAH" and Councilmember Hutchins abstained.

ii. 99 Chattahoochee Ave

This item was incorporated with the rezone of Chattahoochee Ave and Flowers Dr.

VII. City Attorney's Report

Second Reading and Adoption of Reapportionment Ordinance

The City Attorney Flin Coleman read the Ordinance

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the Adoption of Reapportionment Ordinance. The motion carried unanimously by Councilmembers present

Telecom Year End Settlement & MEAG Year End Settlement

A motion was made by Councilmember Clenney and seconded by Councilmember Davis to approve that 100% of the Telecommunication refund in the amount of \$98 and the MEAG year end settlement refund in the amount of \$453,435 be put into the Short Term Flexible Operating account of the Municipal Competitive Trust. The Mayor stated that the Telecommunication refund was so much lower due to the finalization of Telecommunication. The motion carried unanimously by Councilmembers present

Verizon Site Plan for Water Tower Lease Agreement

The City Attorney Flin Coleman informed the Mayor and Council that the lease agreement was not completed and that a higher lease payment was being looked into. The Mayor stated that the site plan was presently being reviewed and that it was believed that there would not be any issues with the plan.

Resolution for GMA Financing for Semi Truck

The City Attorney Flin Coleman read the Resolution from GMA. He stated that this was the same Resolution that the Council has seen and approved with past financing. The Mayor informed the Council that this financing was for the semitruck had been approved at the special called meeting. A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to approve the GMA financing Resolution for the financing of the semitruck. The motion carried unanimously by Councilmembers present

VIII. City Clerk's Report

The City Clerk presented the Mayor and Council with February monthly financial reports. She then made a financial powerpoint presentation for the public.



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IX. New Items Proposed By Mayor And City Council

The Mayor informed the Council that April 10-16 is National Public Safety Telecommunicators Week. He asked that if they get the opportunity to stop by E911 to thank them for their hard work. He stated that lunch would be provided one day through that week.

The Mayor informed the Council that the food boxes being provided for the seniors at the senior center is going well.

Proclamation Safe Digging Month

The Mayor informed the Council that this month is the month promoting Call Before You Dig month. He gave the Council and public some recent examples of items where utilities have been affected by digging. He stated that the Gas Department has placed banner throughout the City. He stated that the service of Call Before You Dig is a service that is free of charge is to promote safety first.

The Mayor informed the Council that the methane monitoring for the Landfill has increased this year from \$2,300 to \$2,800. He then stated that the groundwater monitoring has increased from \$13,850 to \$15,000. He then stated that these costs are a shared expense with the County.

The Mayor brought to the Council the renewal of the alcohol license for CoCo's Lounge, discussed in the work session. A motion was made by Councilmember Davis and seconded by Councilmember Clenney to renew the alcohol license for CoCo's Lounge. The motion carried unanimously by Councilmembers present

The Mayor brought the purchase of a grapple truck for the Sanitation Department in the amount of \$179,700 as discussed in the work session. He reminded the Council that the City would be looking in to a possible USDA Grant to assist with this purchase as discussed in the work session. A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the purchase of the grapple truck in the amount of \$179,700. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Jarrett and seconded by Councilmember Hutchins to approve the purchase of new Police uniforms per Chief Caudill's recommended changes, in the approximate amount of \$6,115. The motion carried unanimously by Councilmembers present



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A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to approve moving forward on adding three parking spots on Bay St. for the Police Department. The motion carried unanimously by Councilmembers present.

The Mayor brought to the Council a Resolution to make the wearing of masks by employees and citizens in City facilities optional. A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to approve the Resolution. The motion carried unanimously by Councilmembers present

Councilmember Hutchins questioned what had happened to the four-day work week that had previously been approved by the Council. The Mayor stated that there were some logistic issues that had arisen that didn't allow this to move forward as of yet.

Councilmember Hutchins stated that with Charlie Wade being part-time there was another employee in the Street Department with a green thumb that would like to take over tending the plants around the square. The Mayor stated that the employee would need to get together with Billy Powell to discuss the matter.

The decision was made to address any pay rate changes in Executive Session

Councilmember Jarrett questioned Building Official about semitruck parking. Mark Hawkins stated that Ordinance amendments were being investigated but that some letters had been sent out to address this issue.

The Mayor asked the Council how they wanted to proceed with the Civic Center. He reminded the Council that if they chose to move forward with the addition, per the new laws, they City would have to hire an architect to create a set of plans. He then reminded them of the items that could be done to the inside of the center, raise the roof, renovate the existing restrooms and replace the back door to be able to get the center back open for rental. A motion was made by Councilmember Jarrett and seconded by Councilmember Davis to get the Civic Center back into operational state. The motion carried unanimously by Councilmembers present

Tower Maintenance - Was not ready to proceed on



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X. Public Comments

Mr. Adkins gave a little history on places he has been and why he has come back to live in Blakely Ga. He stated that he has never seen such a great effort to put on Peanut Proud. He talked about the work of the Police, the City workers and the Peanut Proud workers. He then stated that when he came back through on Sunday morning, he could not tell that the festival had even taken place. He then spoke on how come Monday morning the City workers would had been out all day Saturday working were back on the garbage trucks with smiles on their face. He stated this is why he has come back to live in Blakely GA.

Mr. J.B. Jones thanked the Mayor and Council for giving back their neighborhood. He then asked if he and the Mayor could have a meeting about the storm water issue at his house.

Mr. Mike Newberry spoke on the work of the City/County workers who helped with Peanut Proud. He then stated that the use of the Government Complex is so important to the day and how thankful he is to the City for the use of the building and everything that the City helped with. He then spoke of seeing Mr. Gregory speaking with the young men. He then stated that confetti will not be done again. The Mayor thanked Mr. Newberry for putting on such a wonderful festival for our community and of some clean up Mr. Newberry had done as well in front of Village Pizza

XI. Executive Session

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to enter into Executive Session for personnel. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to enter back into regular session. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Davis and seconded by Councilmember Clenney to approve the pay rate changes recommended by Department Heads for Peggy Robinson from 12.74 to 15.24, Bobby Freeman for \$1.00 increase and a Department Head recommendation to increase \$1.00 for hourly temp workers. The motion carried with Councilmember Davis, Councilmember Jarrett and Councilmember Clenney voting "YEAH" and Councilmember Hutchins voting "NAY."

XII. Adjournment

A motion was made by Councilmember Clenney and seconded by Councilmember Davis to adjourn the April 5th City Council meeting. The motion carried unanimously by Councilmembers present

Travis Wimbush, Mayor



**CITY COUNCIL OF THE CITY OF BLAKELY
SPEAKER APPEARANCE FORM**

NAME: Latonya Townsend - Restored House Cathedral
ADDRESS: 418 Fort Gaines Street
CITY: Blakely STATE: GA ZIP: 39823
PHONE: (334) 8285973 E-MAIL: latee825@gmail.com

DETAIL OF AGENDA ITEM TO BE ADDRESSED: The use of city property on E. Liberty Street for a tent revival on August 7-11, 2022

Any individual wishing to address the Blakely City Council must complete the information requested above. Speakers will be allotted five minutes in which to complete their presentation abiding by the following rules:

- a. Agenda item to be addressed must be specified, vague answers such as "concerns" or "policies" will not be accepted.
- b. Mayor and Council have the right to decline hearing issues that have been previously presented.
- c. No person shall be allowed to make obscene, derogatory or slanderous remarks that disrupt the orderly conduct of the meeting.
- d. No person shall disrupt or interfere in any way with the orderly conduct of the meeting.
- e. Remarks shall end when a speaker's allotted time has expired.
- f. Speakers may respond to questions from Council members and the Mayor, should clarification be necessary; provided, however, no person shall be permitted to enter discussion with a Council member or any member of the City staff during the conduct of a meeting.
- g.

Any person willfully violating these rules may be prohibited from appearing before the Council for a period of 60 days.

Date _____
Speaker Signature Latonya Townsend

Date _____
City Clerk

IN THE MUNICIPAL COURT OF THE CITY OF BLAKELY
STATE OF GEORGIA

IN RE: PROPERTY LOCATED
AT 13205 Magnolia St. : CASE NO. _____
IN THE CITY LIMITS OF BLAKELY, GA :
PROPERTY OF LENNIE KEGLER :

MAP/PARCEL: B033003038

NOTICE OF HEARING

To: Lennie Kegler
13205 Magnolia St.
Blakely, GA 39823

You are hereby noticed appear before The Honorable William H. Mills, Municipal Court Judge for the City of Blakely, Georgia, at the Blakely City Hall, on the 11th day of May, 2022, at 5:00 p.m. to answer the above-referenced petition. All interested persons have the right to appear in person or by an attorney at this hearing, as well as the right to file an answer to the enclosed petition, and to give testimony at the place and time fixed above.

A copy of the petition and this notice shall be posted in a conspicuous place upon the subject property in Blakely, GA

This 27 day of April, 2022.



Franklin T. Coleman, IV
Attorney for the City of Blakely

IN THE MUNICIPAL COURT OF THE CITY OF BLAKELY
STATE OF GEORGIA

IN RE: PROPERTY LOCATED
AT 14681 RIVER STREET
IN THE CITY LIMITS OF BLAKELY, GA
PROPERTY OF BAY STREET
RENTALS, LLC

CASE NO. _____

MAP/PARCEL: B006005019

NOTICE OF HEARING

To: Bay Street Rentals, LLC
c/o Robert Brownlee
481 Lakewood Dr.
Blakely, GA 39823

You are hereby noticed appear before The Honorable William H. Mills, Municipal Court Judge for the City of Blakely, Georgia, at the Blakely City Hall, on the 11th day of May, 2022, at 5:00 p.m. to answer the above-referenced petition. All interested persons have the right to appear in person or by an attorney at this hearing, as well as the right to file an answer to the enclosed petition, and to give testimony at the place and time fixed above.

A copy of the petition and this notice shall be posted in a conspicuous place upon the subject property in Blakely, GA

This 27 day of April, 2022.



Franklin T. Coleman, IV
Attorney for the City of Blakely

IN THE MUNICIPAL COURT OF THE CITY OF BLAKELY
STATE OF GEORGIA

IN RE: PROPERTY LOCATED
AT 315 Fort Gaines St.
IN THE CITY LIMITS OF BLAKELY, GA
PROPERTY OF JAMES L. MCCOY

CASE NO. _____

MAP/PARCEL: B005003070

NOTICE OF HEARING

To: James L. McCoy
62 Cedar Ave.
Blakely, GA 39823

You are hereby noticed appear before The Honorable William H. Mills, Municipal Court Judge for the City of Blakely, Georgia, at the Blakely City Hall, on the 11th day of May, 2022, at 5:00 p.m. to answer the above-referenced petition. All interested persons have the right to appear in person or by an attorney at this hearing, as well as the right to file an answer to the enclosed petition, and to give testimony at the place and time fixed above.

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This 27 day of April, 2022.



Franklin T. Coleman, IV
Attorney for the City of Blakely

4/27/22, 1:03 PM

City of Blakely, Georgia Mail - RE: Early - City of Blakely Water Tank Installation

Cc: melinda.crook@cityofblakely.org, travis.wimbush@cityofblakely.org
Subject: Re: Early - City of Blakely Water Tank Installation

Hi Zach,

I have reviewed this information with several appropriate people and determined that all of the equipment in question (P1 thru P3, P5, & P7) is still functioning and still in use. Therefore it cannot be removed.

I will get the appropriate people to review the revised Survey when you get it completed.

Thanks.

Jeff Young

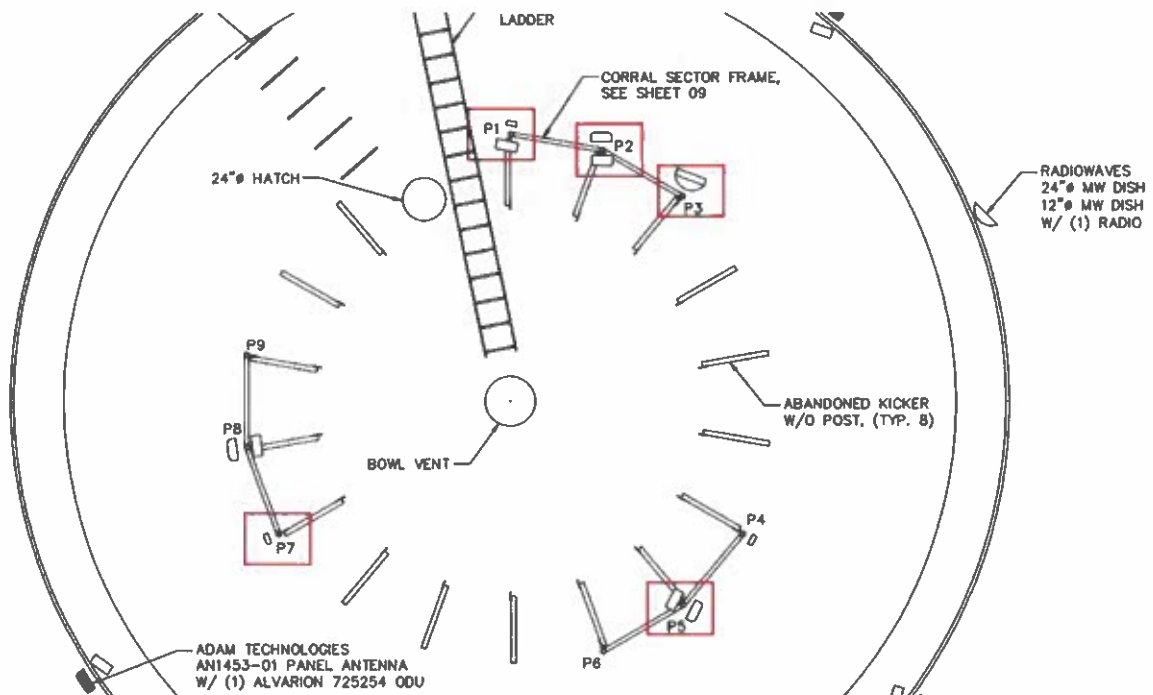
IT Director
City of Blakely, GA
Cell: 229.308.9173
Phone: 229.723.3677 ext: 1017

On 2/23/2022 5:01 PM, Zach Johnston wrote:

Hi Jeff,

Thank you for taking my call this afternoon. As I mentioned, I am attaching the documents that we are currently pending approval of.

1. The attached Lease Exhibit shows the location of Verizon's proposed equipment on the ground. I believe this is what you may have already reviewed. Verizon is proposing to bump out the Northeast corner of the fenced compound in order to make additional room for Verizon's equipment without crowding what is already under the tank. We had the property surveyed previously, however since that time the proposed layout has changed, so once this LE is approved we will have the Survey updated and sent over to you for review.
2. The second thing we need to confirm is whether or not the equipment noted in red below can be removed from the tank. As we discussed this will determine where Verizon is able to place their antennas and whether they need to find space on the handrail of the tank or if they can utilize the existing corral on top of the tank.



This project is a very high priority for Verizon and we would like to move forward as quickly as possible in order to get the system on air to meet the demand in town. Please let me know if you have any questions or if you need any additional information from Verizon.

Regards,

ZACH JOHNSTON

Representative of General Dynamics

Verizon Wireless Program

GA RE Firm #H-76903, Lic. #293922

AL RE Firm #88937, Lic. #110455

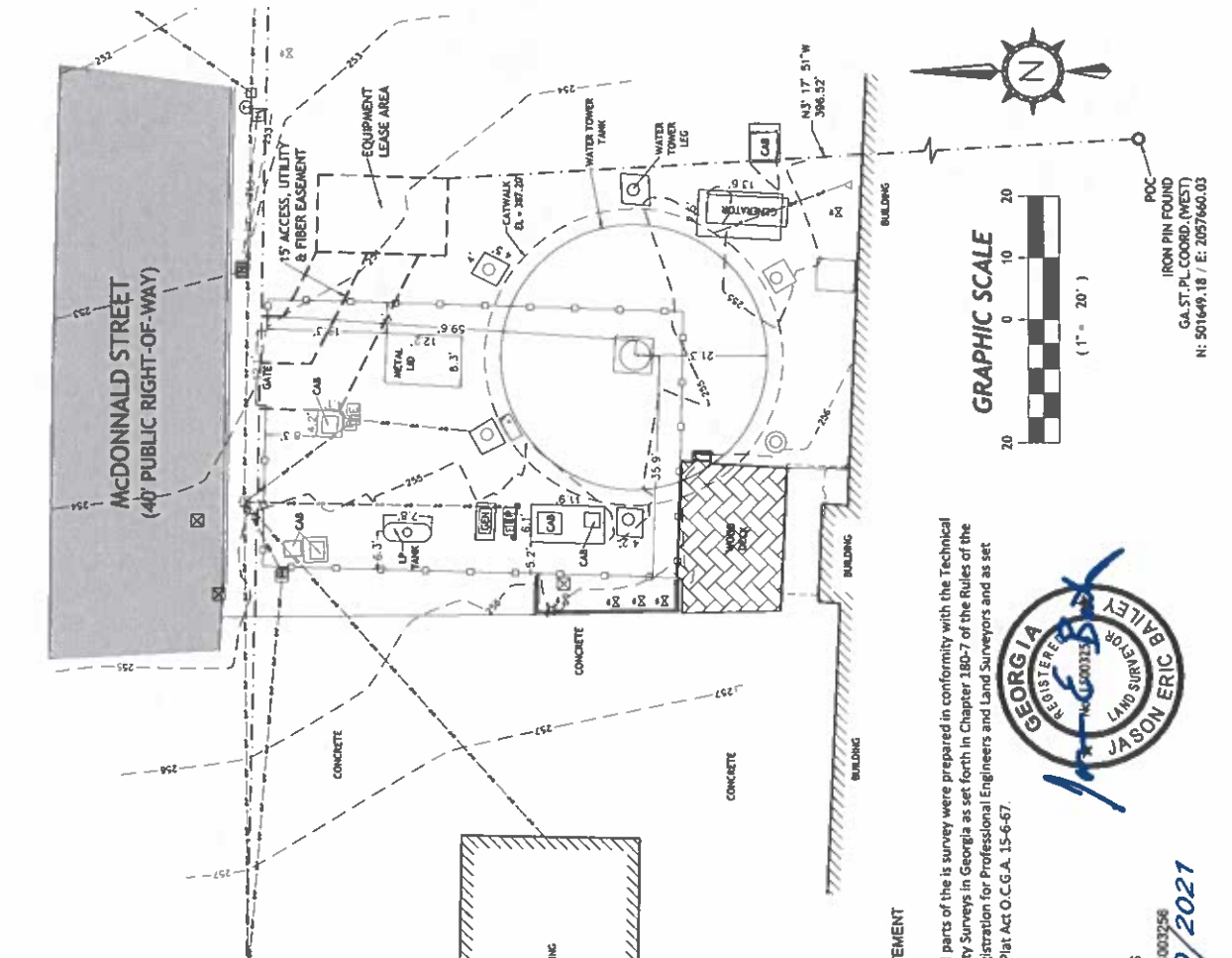
SC RE Firm #16775, Lic. # 128607

Office: 678-985-2474

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NO	DATE	DESCRIPTION
1	01/06/2021	ADD. REPORT OF TITLE
2	04/23/2022	ADD. EASEMENTS

PROJECT	EARLY MCDONNALD STREET BLANVELY, GA
CLIENT	VERIZON WIRELESS ALPHARETTA, GA
TITLE	TOWER SURVEY
DRAWN BY	CJP
CHECKED BY	JEB
BEG. PROJECT NO.	21-159
CLIENT PROJECT NO.	
SHEET NO.	51
SHEET 1 OF 2	



TITLE EXCEPTIONS
SURVEYOR'S COMMENTS ON U.S. TITLE SOLUTIONS REPORT OF TITLE
FILE NO.: UST09854 REFERENCE NO.: EARLY WT
DATED: DECEMBER 23, 2021

SCHEDULE - I LEGAL DESCRIPTION (0868, PG482) - AS PROVIDED
A certain tract of land fronting on the south margin of McDonnald Street in the City of Blakely, Georgia, and more particularly described as beginning at the point of intersection of said south margin of said McDonnald Street with the property line of the property of the City of Blakely, Georgia, and thence south along said McDonnald Street to Mrs. S. P. Holland to Early County, Georgia, on the west, and thence east to Mrs. S. P. Holland to Early County, Georgia, (by deed dated April 3, 1954, and recorded at pages 160-161, of Deed Book 67 in the office of the clerk of the Superior Court of Early County, Georgia) on the east; and from said point of beginning run south along said property line the distance of one hundred (100) feet to the northwest corner of the Mrs. R. E. Holloway residence lot; thence run east along the north line of said Holloway lot the distance of eighty (80) feet; thence run northward to a point on said margin of McDonnald Street which is eighty (80) feet east (being the distance of said property line to the point of beginning) and thence east along said margin of McDonnald Street the distance of eighty (80) feet to the point of beginning.

— SAID LEGAL DESCRIPTION DOES NOT CLOSE BY 20 FEET. POINT OF BEGINNING AND CORNERS OF REFERENCE ARE NOT ABLE TO BE DETERMINED, DUE TO THE FACT THAT PROPERTY OWNERS AND POINTS OF REFERENCE ARE 67 +/- YEARS OLD.

SUBJECT PROPERTY

OWNER:	CITY OF BLANELY
SITE ADDRESS:	MCDONNALD STREET BLANELY, GA 30653
COUNTY:	EARLY
LAND LOT:	154
DISTRICT:	28
PARCEL ID:	B021D01008
FLOOD ZONE:	ZONE "X"

GENERAL NOTES:
1. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFER OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.

2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GEORGIA STATE PLANE GRID, WEST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS. CONTIGUOUS AND SPOT ELEVATIONS ARE BASED ON NAVD 83 AND WERE DETERMINED FROM GPS OBSERVATIONS.

3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL. THE OUTER BOUNDARY OF THE SUBJECT PROPERTY AS SHOWN HEREON WAS ESTABLISHED USING A COMBINATION OF DEEDS OF RECORD, PLATS OF RECORD, AND SOME FIELD WORK.

5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 10/26/2021.

6. PROPERTY BOUNDARY COULD NOT BE DETERMINED. TAX ASSESSOR HAS NO DEED REFERENCE FOR THE PROPERTY OR ANY ADJACENTS AND NO EVIDENCE FOUND WHICH SURVEY PERFORMED.

FLOOD STATEMENT:
According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Blakely, Early County, Georgia (community number: 130015), map no. 13080C0128B, the subject property is located in Flood Zone "X" which is defined as "Areas determined to be suitable for the 0.2% annual chance floodplain".

TITLE EXCEPTIONS
SURVEYOR'S COMMENTS ON U.S. TITLE SOLUTIONS REPORT OF TITLE
FILE NO.: UST09854 REFERENCE NO.: EARLY WT
DATED: DECEMBER 23, 2021

SCHEDULE - I LEGAL DESCRIPTION (0868, PG482) - AS PROVIDED
A certain tract of land fronting on the south margin of McDonnald Street in the City of Blakely, Georgia, and more particularly described as beginning at the point of intersection of said south margin of said McDonnald Street with the property line of the property of the City of Blakely, Georgia, and thence south along said McDonnald Street to Mrs. S. P. Holland to Early County, Georgia, on the west, and thence east to Mrs. S. P. Holland to Early County, Georgia, (by deed dated April 3, 1954, and recorded at pages 160-161, of Deed Book 67 in the office of the clerk of the Superior Court of Early County, Georgia) on the east; and from said point of beginning run south along said property line the distance of one hundred (100) feet to the northwest corner of the Mrs. R. E. Holloway residence lot; thence run east along the north line of said Holloway lot the distance of eighty (80) feet; thence run northward to a point on said margin of McDonnald Street which is eighty (80) feet east (being the distance of said property line to the point of beginning) and thence east along said margin of McDonnald Street the distance of eighty (80) feet to the point of beginning.

— SAID LEGAL DESCRIPTION DOES NOT CLOSE BY 20 FEET. POINT OF BEGINNING AND CORNERS OF REFERENCE ARE NOT ABLE TO BE DETERMINED, DUE TO THE FACT THAT PROPERTY OWNERS AND POINTS OF REFERENCE ARE 67 +/- YEARS OLD.

SUBJECT PROPERTY

OWNER:	CITY OF BLANELY
SITE ADDRESS:	MCDONNALD STREET BLANELY, GA 30653
COUNTY:	EARLY
LAND LOT:	154
DISTRICT:	28
PARCEL ID:	B021D01008
FLOOD ZONE:	ZONE "X"

GENERAL NOTES:
1. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFER OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.

2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GEORGIA STATE PLANE GRID, WEST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS. CONTIGUOUS AND SPOT ELEVATIONS ARE BASED ON NAVD 83 AND WERE DETERMINED FROM GPS OBSERVATIONS.

3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

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5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 10/26/2021.

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FLOOD STATEMENT:
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— SAID LEGAL DESCRIPTION DOES NOT CLOSE BY 20 FEET. POINT OF BEGINNING AND CORNERS OF REFERENCE ARE NOT ABLE TO BE DETERMINED, DUE TO THE FACT THAT PROPERTY OWNERS AND POINTS OF REFERENCE ARE 67 +/- YEARS OLD.

SUBJECT PROPERTY

OWNER:	CITY OF BLANELY
SITE ADDRESS:	MCDONNALD STREET BLANELY, GA 30653
COUNTY:	EARLY
LAND LOT:	154
DISTRICT:	28
PARCEL ID:	B021D01008
FLOOD ZONE:	ZONE "X"

GENERAL NOTES:
1. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFER OF THE LEASOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFER OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.

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verizon

10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

EASEMENT SURVEY FOR:



BAILEY LAND GROUP
Land Surveying & Engineering
4121 Smokey Road
Alpharetta, AL 30007
P: 205.975.0000 F: 205.524.3334
www.baileylandgroup.com

NO.	DATE	REVISIONS	DESCRIPTION
1	01/04/2021	ADD. REPORT OF TITLE	
2	04/25/2022	ADD. EASEMENTS	

PROJECT
EARLY
MCDONNALL STREET
BLAKEY, GA

CLIENT
VERIZON WIRELESS
ALPHARETTA, GA

TITLE
TOWER SURVEY

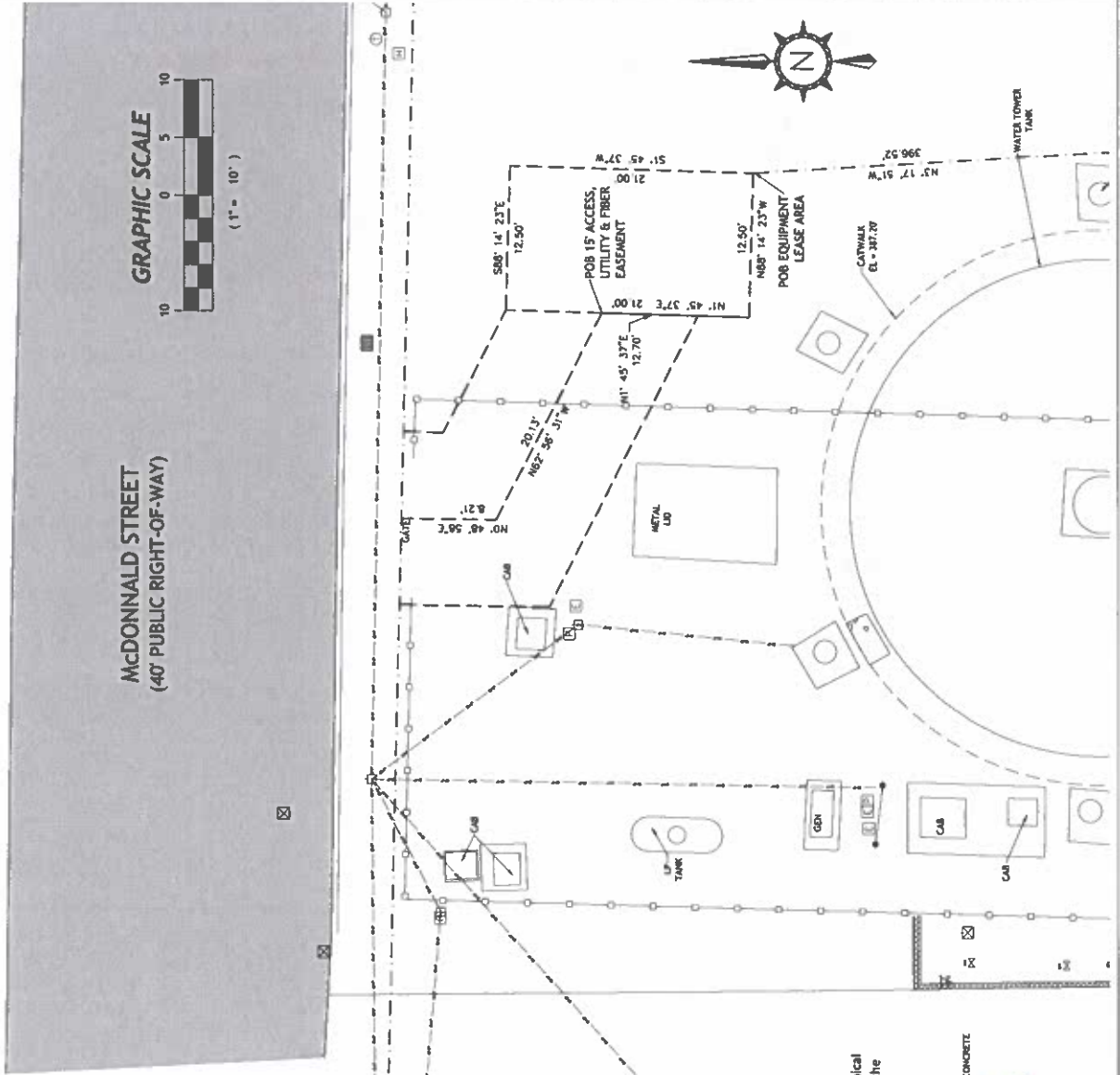
DRAWN BY
CJP

CHECKED BY
JEB

FILE PROJECT NO.
21-159

CLIENT PROJECT NO.

SHEET NO. **S2**
SHEET 2 OF 2



EQUIPMENT LEASE AREA

A parcel of land situated and being in Land Lot 154 of the 28th Land District, Early County, Georgia, being more particularly described as follows:
Commence at an iron pin having Georgia State Plane Coordinates (West) of N-501649.18 / E-2057660.03; thence N 3° 17' 51" W a distance of 396.52' to the Point of Beginning of a 12.5' x 21' lease area, thence N 88° 14' 23" W a distance of 12.50' to a point; thence N 1° 45' 37" E a distance of 21.00' to a point; thence S 88° 14' 23" E a distance of 12.50' to a point; thence S 1° 45' 37" W a distance of 21.00' to the Point of Beginning. Said lease area containing 263 SQ. FT., more or less.

15' ACCESS, UTILITY & FIBER EASEMENT

An easement of land situated and being in Land Lot 154 of the 28th Land District, Early County, Georgia, being more particularly described as follows:
Commence at an iron pin having Georgia State Plane Coordinates (West) of N-501649.18 / E-2057660.03; thence N 3° 17' 51" W a distance of 396.52' to a point; thence N 88° 14' 23" W a distance of 12.50' to a point; thence N 1° 45' 37" E a distance of 12.70' to the Point of Beginning of the centerline of 15' access, utility & fiber easement, lying 7.5' on each side of the following described centerline; thence N 62° 56' 31" W a distance of 20.13' to a point; thence N 0° 48' 58" E a distance of 8.21' to the South right of way line of McDonald Street. Said easement containing 425 SQ. FT., more or less.

SURVEYOR'S STATEMENT

I hereby state that all parts of this survey were prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



Jason E. Bailey, RLS

Georgia Reg. No. L50032540

Dated: **10/29/2021**

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made this ____ day of _____, 20 __, by and between **The City of Blakely, Georgia**, with its principal offices at 82 Court Square, Blakely, Georgia 39823, hereinafter designated **LESSOR**, and **Verizon Wireless of the East LP d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LESSEE**. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of the space on the LESSOR's water tower (the "**Tower Space**"), hereinafter referred to as the "**Tower**", located at 45 McDonald Street, Blakely, Early County, Georgia 39823, as shown on the Tax Map of the City of Blakeley, Georgia as Parcel No. B021D07006, and being further described in Deed Book 68 at Page 482 as recorded in the Office of the Superior Court Clerk for Early County, Georgia (the entirety of LESSOR's property is referred to hereinafter as the "**Property**"), together with a parcel of land (the "**Land Space**") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right (the "**Right of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a thirty ft. (30') wide right-of-way extending from the nearest public right-of-way, McDonald Street, to the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

If any public utility or fiber provider is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility or fiber provider at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the communications equipment, antennas, and appurtenances described in **Exhibit B** attached hereto.

LESSEE reserves the right to replace the equipment described in Exhibit B with similar and comparable equipment, provided the replacement does not increase the structural loading of the Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises. If LESSEE has performed a survey, it is attached to this Agreement as Exhibit C. If LESSEE elects to perform a survey after this Agreement is fully-executed, the Agreement may be amended to add the survey as Exhibit C. Exhibit C shall control in the event of boundary and access discrepancies between it and Exhibit A. Cost for the survey shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Nineteen Thousand and No/100 Dollars (\$19,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. If the date LESSEE commences installation of the equipment on the Premises falls on or between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if the date installation commences falls on or between the 16th and last day of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) may not actually be sent by LESSEE until sixty (60) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1, February 1, and March 1 by March 15.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion (collectively, the "Rental Documentation"). From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of, and at the address given in, Paragraph 25. Delivery of Rental Documentation to LESSEE is a prerequisite for the payment of any rent by LESSEE, and notwithstanding anything to the contrary herein, LESSEE may hold

any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR must provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR must provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR is a prerequisite for the payment of any rent by LESSEE to such party, and notwithstanding anything to the contrary herein, LESSEE may hold any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. ~~LESSEE~~ shall, at all times during the Term, ~~provide~~ have access to electrical service and telephone service access within the Premises. LESSOR will provide LESSEE with the name and contact information of the local utility company servicing the Premises. ~~If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation.~~ If a sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. LESSOR must send all invoices for power consumption, which invoices must include the site name and location number, i.e., Early (Location #417686), to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or emailed to livebills@ecova.com (Ecova Contact No. 866-322-4547), to such other person, firm or place as LESSEE may, from time to time, designate in writing at least thirty (30) days in advance of any invoice date by notice given in accordance with Paragraph 25 below. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. The annual rental for each five (5) year extension Term shall increase by Eight percent (8%) over the annual rent in effect for the immediately preceding Term.

6. ADDITIONAL EXTENSIONS. Due to LESSOR being managed by elected officials who serve term limits, LESSEE shall provide LESSOR with written notice of its intention to enter into Additional Extensions. At the end of the fourth (4th) five (5) year extension term, if this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of that Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further Term of five (5) years, and for five (5) year Terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of the then-current Term. Annual rental for each additional five (5) year Term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year Term.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE, is or may become, exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property, and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. If there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE as a result of any appeal or challenge by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of that reduction, credit, or repayment. If LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue that dispute, at LESSEE's sole cost and expense, upon written request of LESSEE.

8. **USE: GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, fiber, and conduits shall be at LESSEE's expense, and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its utilities, equipment, antennas, fiber, and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, fiber, conduits, or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities, as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to LESSEE's proposed use thereof. LESSEE shall have the right to terminate this Agreement if: (i) any of the applications for the Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of the notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. **INDEMNIFICATION.** Subject to Paragraph 10 below, to the extent allowed by federal and state statutes, each Party shall indemnify, defend, and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. **INSURANCE.**

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance

obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
- i. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
 - iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies, as LESSOR's interests may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. ~~If the LESSOR fails to make any required repairs, including maintenance, the LESSEE may make the repairs and the LESSOR must pay LESSEE's costs for the repairs on demand, together with interest thereon from the date LESSEE incurred the costs, at the greater of: (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the~~

~~costs of the repairs from the succeeding rental amounts normally due from the LESSEE to the LESSOR.~~

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower, and all transmission lines are to be tagged at the conduit opening where they enter any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "**Temporary Relocation**", for the purpose of LESSOR performing maintenance, repairs, or similar work at the Property or on the Tower, provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use of the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of LESSOR or other tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. If any of LESSEE's after-installed equipment causes such interference, after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially-reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down the interfering equipment and later powering up the

interfering equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the interfering equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR, and/or any other tenants of the Property who currently have or in the future take possession of the Property, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

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

17. HOLDOVER. LESSEE has no right to retain possession of the Premises, or any part thereof, beyond the expiration of the removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. If the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding the expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to (i) sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in the portion of the Tower and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to the third party, LESSEE shall have the right of first refusal to meet the third-party offer of sale or transfer on substantially similar terms and conditions. If LESSEE fails to meet the third-party offer within thirty (30) days after written notice thereof from LESSOR, which notice must include a copy of the third-party offer, LESSOR may sell, or grant the easement or interest in, the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.

19. RIGHTS UPON SALE. At any time during the Term, if LESSOR decides to (i) sell or transfer all or any part of the Property or the Tower to a purchaser other than LESSEE, or (ii) grant to a third party by easement or other legal instrument an interest in that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to that third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term, that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements, or restrictions that prevent or adversely affect LESSEE's use or occupancy of the Premises as set forth in this Agreement.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE, and that no verbal or oral agreements, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties, or in a written acknowledgment in the case provided in Paragraph 3. If any provision of the Agreement is found to be invalid or unenforceable, that finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under the Agreement, shall not waive those rights, and that Party shall have the right to enforce its rights at any time, and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the

Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE, or transfer upon partnership or corporate dissolution of LESSEE, shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, and addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Blakely, Georgia
82 Court Square
Blakely, Georgia 39823

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

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

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors, and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (collectively, a "Mortgage") entered into by LESSOR, which from time to time may encumber all or part of the Property, Tower or rights-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's

interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest, and LESSEE shall be entitled to deduct and setoff the sums paid by LESSEE to cure or correct such defaults against all rents that may otherwise become due under this Agreement.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. If there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of the breach. After receipt of the written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach, and thirty (30) days in which to cure any non-monetary breach; provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and LESSEE commences the cure within the thirty (30) day period, and LESSEE thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. If there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of the breach. After receipt of the written notice, LESSOR shall have thirty (30) days in which to cure the breach; provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and LESSOR commences the cure within the thirty (30) day period, and LESSOR thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an

obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if LESSOR commences its performance within the five (5) day period, and LESSOR thereafter diligently pursues the cure to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of: (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount due, including all accrued interest, against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. Licensor shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of Licensee. Licensor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of Licensee's facility.

b. Licensor shall hold Licensee harmless, defend and indemnify Licensee from and assume all duties, responsibility and liability, at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by Licensee; and (ii) environmental or industrial hygiene conditions arising out of or in any way

related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by Licensee.

c. Licensee, in conducting its activities pursuant to this Agreement will comply with all applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including those set out in any applicable statute, regulation, order, legal decision or by common law.

d. Licensee shall hold Licensor harmless and indemnify Licensor from and assume all duties, responsibility and liability, at Licensee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent caused by any (i) failure by Licensee to comply with any applicable legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by Licensor; and (ii) environmental or industrial hygiene conditions to the extent resulting from the activities of Licensee. Licensee shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Agreement or to any environmental conditions or contamination to the extent not caused by Licensee or those acting on its behalf.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the casualty or, if the Property is damaged by fire or other casualty such that the damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may terminate this Agreement upon fifteen (15) days prior written notice to LESSOR at any time following the fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement. The Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSEE receives notice of the condemnation from LESSOR (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. Any such

notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs, and its damages and losses (but not for the loss of its leasehold interest). If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. If this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision in this Agreement is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. ~~INTENTIONALLY OMITTED MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits, terms, and conditions granted to LESSEE by LESSOR hereunder are now, and shall be during the Term, no less favorable than the~~

~~rent, benefits, terms, and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits, terms, or conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits, terms, and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.~~

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LESSOR:

The City of Blakely, Georgia

By: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE:

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

By: Cellco Partnership, its general partner

By: _____

Name: Jim Blake

Title: Director - Network Field Engineering

Date: _____

Exhibit A

Description of the Premises

82 Court Square, Blakely, GA 39823

Parcel: B021D07006

County: Early

A certain tract of land fronting on the south margin of McDonald Street in the City of Blakely, Georgia, and more particularly described as beginning at the point of intersection of said south margin of said McDonald Street with the property line between what is known as the Early Hotel Property (on which is located said Early Hotel and the Trailways Bus Station), on the west, and that land conveyed to Mrs. S. P. Holland to Early County, Georgia, (by deed dated April 3, 1954, and recorded at pages 160-161 of Deed Book 67 in the office of the clerk of the Superior Court of Early County, Georgia) on the east; and from said point of beginning run south along said property line the distance of one hundred (100) feet to the northwest corner of the Mrs. R. E. Holloway residence lot; thence run east along the north line of said Holloway lot the distance of eighty (80) feet; thence run northward to a point on south margin of McDonald Street which is eighty (80) feet east (along McDonald Street) to the point of beginning; thence west along said south margin of McDonald Street the distance of eighty (80) feet to the point of beginning.

Deed made by Early County, **Dated** October 04, 1955, **Recorded** October 05, 1955, in Book 68, Page 482.

Exhibit B

**Description of Lessee's Communications Equipment,
Antennas & Appurtenances**

Exhibit C

Survey of the Premises in the Property

[See attached Survey]

AGREEMENT

THIS AGREEMENT executed on the _____ day of _____, 2012 by and between the City of Blakely, Georgia (“City”) and Early County School System. (“School System”).

WITNESSETH:

WHEREAS, Schools requests that the City grant permission for school system to install equipment known as a repeater at City’s Tower Site on 10710 Highway 27, Blakely, Georgia (herein after “Tower Site”); and

WHEREAS, the City finds that such installation will not be a detriment to the Tower Site, but will in fact serve the public interest; and

WHEREAS, the City is willing to allow such installation at the Tower Site under certain conditions and restrictions as stated below; and

WHEREAS, School System agrees to abide by those conditions and restrictions in exchange for the City allowing installation at the Tower Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City and School System and the mutual covenants contained herein, the City and School System agree as follows:

1. The City grants to School System and School System agrees to be solely responsible for all costs involving installation and maintenance of:

CommScope DB408-B Omni, Dipole Antenna (17 lbs, 113” length) to be installed approximately 150’ off the ground tower; Motorola XPR8400 40W 450-470 MHz Repeater to be installed in building located at the base of the tower.

2. School System understands and agrees all plans and specifications for such installation shall be submitted and approved by the City. All such installation as well as any maintenance, and use of equipment shall be done pursuant to all the laws and regulations of the City, State of Georgia, and any other governmental unit or agency applicable thereto amended from time to time.
3. School System understands and agrees that all work done hereunder at the Tower Site shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the installation will be paid by School System.
4. School System understands and agrees that the City shall not be responsible for the repair or maintenance of the equipment.
5. School System agrees and understands that this Agreement shall not give rise to any right of ownership in the Tower Site to School System. The Tower Site shall continue to be a public property held by the City in trust for the general public.
6. School System agrees and understand that its equipment must not interfere with the operation of the Tower Site and must not cause any RF interference.
7. School System agrees to indemnify and hold the City, its officers, officials, employees and agents harmless against any and all third party claims, causes of action, liabilities or expenses, including judgments, costs and damages, and including any costs incurred by the City arising out of any damage to tangible property or personal injuries caused by School System or School System agents. This indemnity shall not extend to any negligence of City of City's agents.
8. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery,

if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of Blakely
82 Court Square
P. O. Box 350
Blakely, GA 39823

With a copy to: Tommy Coleman
PERRY & WALTERS, LLP
P. O. Box 71209
Albany, GA 31708

If to School System: Early County Board of Education
Attention: Superintendent
11927 Columbia Street
Blakely, GA 39823

With copy to: Dan Murphy
MCLOCKLIN, MURPHY & DISHMAN, LLP
P. O. Box 766
Winder, GA 30680

8. The initial term of this Agreement shall be Ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

- (a) School System shall have the right to extend this Agreement for two (2) additional ten (10) years terms (each a "Renewal Term"). Each renewal Term shall be in the same terms and conditions set forth herein unless the parties agree otherwise.
- (b) This Agreement shall automatically renew for each Renewal Term unless School System notifies the City of its intention not to renew this Agreement at least one

hundred eighty (180) days prior to the expiration of the term or the renewal Term.

- (c) At any termination of this Agreement, School System shall remove any and all equipment at the Tower Site and restore the Tower Site consistent with City specifications.

9. School System shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at School System's sole cost and expense, insuring both the City and School System against all claims, demands or actions arising out of or in connection with: (a) School System's maintenance and use of the Tower Site; and (b) School System's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Georgia. The City shall be named as an additional insured and furnished a copy of endorsements of the insurance policy prior to commencing any work under this Agreement. Not less than fifteen (15) days prior to the expiration date of any such policies, the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to City. Such policies shall further provide that not less than thirty (30) days written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

10. School System has examined and knows the condition of the Tower Site and acknowledges that no representations as to the condition and repair thereof have been made by City, prior to or at the execution of this Agreement. City is not required to make any alterations

to its Tower Site.

11. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

12. Annual Fees. School System shall pay a fee in the amount of \$ _____ per year for each year or part thereof this Agreement is in effect. The fee for the initial annual period shall be paid to the City at the time of execution of this agreement. The annual fee shall be due by the thirtieth (30) day of each subsequent annual period. Each year, the annual fee shall be increased by the greater of either four percent (4%) or the increase to the Consumer Price Index over the prior twelve (12) month period. As used herein, the term "Consumer Price Index" is the Consumer Price Index published by the United States Department of Labor - Bureau of Labor Statistics All Urban Consumers (CPI-U), 1982-1984 +100. If the Consumer Price Index ceases to incorporate a significant number of items now incorporated therein, or if a substantial change is made in the method of establishing the Consumer Price Index, then the parties agree to replace the Consumer Price Index with a reasonable substitute.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first

above written.

ATTEST:

City Clerk

WITNESS

CITY OF BLAKELY, GEORGIA

By: _____

Title: _____

EARLY COUNTY SCHOOL SYSTEM

By: _____

Title: Superintendent

Proclamation
53rd ANNUAL PROFESSIONAL
MUNICIPAL CLERKS WEEK
May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Travis Wimbush, Mayor of the City of Blakely, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Melinda Crook and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 3rd day of May, 2022

Travis Wimbush, Mayor



Melinda Crook <melinda.crook@cityofblakely.org>

Proposed GICH ZOOM Account

1 message

dh6683 <dh6683@aol.com>

Thu, Apr 14, 2022 at 11:32 AM

To: Melinda Crook <melinda.crook@cityofblakely.org>

Cc: DeWana Fields <dsfields80@gmail.com>

Good morning Melinda,

Thanks so much for taking a few minutes to speak with me.

Because the Housing component for Early Cares is being moved to a stand-alone initiative, we find it beneficial to establish our own communication platforms. We will be known as the Blakely Initiative for Community Housing (BICH) as we build our own brand for continued service to the community. To that end, we would like to establish our own ZOOM account not only as a participation alternative for our monthly meetings, but also for any on-demand meetings that may need to be scheduled.

While a free account is available, we would be limited to meet for only 40 minutes. By subscribing to a Pro account for an annual fee of \$149, BICH would be able to host meetings up to 30 hours (don't think we'll be doing any marathons but we won't be cut short on meeting time), host up to 100 participants, and record the meetings. This subscription would provide the autonomy BICH needs to host hybrid/virtual community learning as well as to keep team members connected and engaged in our work plan tasks.

Is this something the City can fund for us or do we need to look for underwriting elsewhere?

Thanks so much for your assistance in the consideration (and, hopefully, approval) of this request.

Yours in service,

Denice Harris
Chairman
Blakely Initiative for Community Housing Team
404 202 3499
dh6683@aol.com

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone