1. Call To Order

2. Roll Call

3. Minutes
   3.I. Planning Commission Minutes 9/24/19

   Documents:
   
   PC MINUTES SEPTEMBER 2019.PDF

4. Hearing Procedures

5. Requests
   5.I. C-19-09-02 Conditional Use For Cell Tower, Verizon Wireless, Travis Hill Drive

   Documents:
   
   FIELDS FAMILY TRUST RESPONSE TO VERIZON TRAVIS HILL APPLICATION.PDF
   METRO WEST REALTY RESPONSE TO VERIZON TRAVIS HILL APPLICATION.PDF
   C-19-09-02 VERIZON WIRELESS TRAVIS HILL CONDITIONAL USE.PDF

5.II. Z-19-10-01 Anchor Property Solutions, 356 Mote Road, Rezoning Ag To R2

   Documents:
   
   Z-19-10-01 ANCHOR PROPERTY SOLUTIONS 356 MOTE ROAD REZONING AG TO R2.PDF

5.III. Zoning Ordinance Update

   Documents:
   
   ZONING ORDINANCE - RANGE, CLUB, ETC..PDF

6. Business Session
   Update from Board of Commissioners meeting

7. First Reading

8. Adjournment
I. Call to Order. Chairman Doyal called the meeting to order at 6:30 p.m.

II. Roll Call. The County Planner called the roll. Present: Chairman Jerry Doyal, Kim Hagen, Cassie Marshall, Deiadre Wilson, and Terry Agne. Commissioner Randy Coggins was absent.

III. Minutes (August 27, 2019). Unanimously adopted on a Motion by Commissioner Hagen, seconded by Commissioner Wilson.

IV. Business Session. The County Planner updated the members and the public on the outcome of zoning cases from July.

V. Hearing Procedures: Chairman Doyal reviewed the hearing procedures, copies of which are available and made part of the Minutes by reference.

VI. Requests:


The applicant spoke in favor of the request. He stated that he and his wife both graduated from University of West Georgia and are teachers in Heard County. He teaches construction. They want to build the RV park as a source of extra income. They have researched RV parks and feel that RV park owners are in full control of the park, unlike mobile home parks where renters have a long term contract. If an RV owner does something wrong, he can be kicked out whereas it is more difficult to evict a mobile home renter. He said that policies will be given to RV park customers when they arrive and these will include no dogs and no generators. He said that RVs come through Carroll County all the time and these people need somewhere to stay overnight, and long term construction/utility workers also need somewhere to stay. He said that he will have a quiet time and will charge a “decent” amount for rental fee. He said the park will be very nice and will have larger than average lots. A typical RV is 30 feet long and 8 feet wide and his spaces will be 60 feet x 45 feet.

Todd Wright also spoke in favor of the request. He stated he formerly lived at 1074 Glenloch Road but is temporarily living at 33 Williams Road until he can get a new house built. He said he is funding this project as the applicant is his son-in-law. He wants to make sure it is an addition to the community and
not a subtraction. He said that when he formerly owned the event venue, it was challenging finding accommodations for out-of-town families for weddings, and many times those families would arrive in RVs but could not find a place to stay. He said they are committed to excellence. His event venue had previously won a Carroll County beautification award.

Emily Huckabee of 1135 S. Highway 27 spoke in opposition. She stated that an RV park would affect surrounding property values. She said it is only 1 ½ miles to the nearest existing RV park and she didn’t see why that one could not be expanded. She said it would cause more noise and traffic and the lighting would be bothersome. She said an RV park would bring the wrong element to the community with drugs and crime. She said that their area is not effectively patrolled and it would take a long time to get response from law enforcement. She questioned how long the customers would be allowed to stay.

Jack Kirk of 18600 Highway 27 South spoke in opposition. He stated that he lives south of the proposed RV park and is in Heard County. He said he understands that they’ve put a lot of work in this project, but he is concerned about the runoff to his property that this will create. He said he likes the idea of a privacy fence if it is approved and he supports street lights. He said he has horses in his pasture next to this property. He is also concerned about safety and the high traffic impact that would be caused by 30 additional cars on the highway. He is not against entrepreneurs. He said that he is concerned that four acres is enough property for 30 RV spaces. He said he is also concerned about trash and the impact on property values that an RV park would have.

Todd Wright spoke in rebuttal and stated that he understands and appreciates the concerns of Mr. Kirk and Mrs. Huckabee. He said he has spoken with Mr. Kirk about his concerns and will attempt to mitigate his concerns. He has made five attempts to contact Mrs. Huckabee but has not been able to speak to her. He said the area is not a quiet area. The traffic is constant. He said the proposed fence along the property line next to Mr. Kirk is approximately 550 feet from Mr. Kirk’s home. He said they are open to lower lighting so as not to disturb the neighbors.

Brian Long spoke again in rebuttal and said there are approximately 8,000 to 9,000 cars passing this location per day. That is about 540 per hour. He said about a third of these are transfer trucks which generate about 75 to 80 decibels. He reiterated that this is a main highway. He said he will be maintaining a tree buffer around the RV park. He said he is not planning to pave most of the park, but the areas around utilities will be paved.

Mr. Kirk spoke in rebuttal and agreed that his house is not right next to the property line. He said the RV park will decrease property values in the area and will disturb the area. He said Mr. Long has been very nice about trying to prevent problems, but he feels it will disturb the neighborhood.

Mrs. Huckabee spoke again in rebuttal and said that there was an RV park several years ago down the road and it became a mobile home park. She said there was a lot of joy when it was taken out.

Public comment was closed and discussion reverted to the Board. Commissioner Hagen questioned staff about the distance required between the driveway and the property line. Commissioner Agne questioned the applicant about who would be running the business if the applicant and his wife are both teachers. The applicant stated that he and his wife only work 180 days per year. He has a degree in
business from West Georgia and knows how to run a business. He said it will be easy to maintain. Utilities will be underground.

Commissioner Agne stated that there would inevitably be people traveling with kids and asked if he would have a recreation area for the kids. Mr. Long answered yes. He said he would keep as much grass as possible and will have a play area.

Commissioner Marshall asked the applicant if he would allow tent camping. The applicant stated he would not.

Commissioner Agne asked how he would handle trash. Mr. Long said he would have a dumpster on site and it would be emptied regularly.

Commissioner Doyal asked if he owned the property east of the proposed RV site and Mr. Long stated he did not.

At this point, Staff addressed some concerns of the public and the Commission. The property is on a highway corridor and the applicant will be required to meet requirements of the Corridor Development Plan. The park not being paved will be advantageous to any runoff issues as pavement creates an impervious surface which causes runoff. If the RV park goes away, the site could not become a mobile home park without a rezoning approved by the Board of Commissioners. The applicant has not applied for a rezoning—only a conditional use.

Commissioner Agne stated that Roopville is beautiful and he doesn’t want to see that disturbed and with that, made a motion to deny. Commissioner Wilson seconded. The vote to recommend denial was 5-0.

V-19-09-01: Variance/Appeal of Home Occupation Ordinance for the purpose of an association office. Land Lot 15 of the 5th District, Parcel #F10-0143, located at 10143 Clearview Court, Villa Rica, Georgia. Owner/Applicant: Lake Tara Townhouse Association III, Inc. Commission District 2. The applicant spoke in favor of the request. He stated that he is the Chairman of Lake Tara Townhouses III timeshare association. He said that Lake Tara III comprises 40% of the timeshares inside Fairfield Plantation. He opened by offering a rebuttal of the standards listed in Staff’s report.

He stated there would be no adverse effect on the neighborhood. He agreed that the use is compatible with the neighborhood. He said that state law states that a nuisance is something that causes hurt, inconvenience, or damage and they will not be causing any of that by having the timeshare office in the vacant unit. He said that the quiet enjoyment will not be adversely effected in that it is the customers of the timeshares that will be mostly affected by the office being onsite and this is a positive effect. He said nothing would impact property values. He agrees with items F-I of the staff report. He said no provisions were made for commercial deliveries because they do not expect any of significance. He said the only deliveries to be made are linens. He stated that the entire surrounding neighborhood is timeshares and the timeshare office will not affect the health, safety, welfare, or moral concerns of the neighborhood.

In further response to the Staff report, he stated that their guests will be arriving at the front gate of Fairfield. He said the guest list is provided in advance and this has been working well since July 1. He
said the POA board indeed did not give a recommendation, but chose not to recommend approval or denial. He said staff gave a number of 1,600 potential customers to the office, but in reality during the first eight months of this year, only 17 of the 32 units have been rented, dramatically reducing the number of customers. He said they have always paid the full POA fee assessment to the Fairfield board.

He gave some background and said that they had rented a space outside of Fairfield for 25 years and paid $1,100 per month for rent, amounting to $13,200 per year. He said there was a sewage leak and they had to move out, and decided to move into a vacant timeshare unit to reduce annual expenses. He said he now realizes that he should have gotten prior approval of Fairfield and the County.

He said the membership has been dwindling due to aging and dying owners and their membership dues are shrinking. There have been on average this year about 17 residents per week. Traffic has already been reduced inside Fairfield. He said they do no sales. It is strictly a membership office. There is no disturbance and there is normally only one person in the office. The said the main purpose is to give out keys and retrieve keys. He said this person also prepares and plans future visits for owners, and gives out restaurant recommendations and local tourist attractions. He said they are a good neighbor and have paid dues on time for 25 years.

He went on to state that the Articles of Incorporation for the timeshare association will expire in January of 2022. He said he anticipates that the timeshares will cease to exist by April of that year, once all of the loose ends are tied up. He asked if he could only get a short term variance until that time.

Mike Lee of 9042 Tarnwood Circle spoke in favor of the request. He stated he is an adjacent property owner and has developed the Fairfield Tributaries. He said he understands that the timeshare association needs to function and $1,100 goes a long way. He said they need the ability to maintain the location at least until 2022. There was no opposition to the request and discussion reverted to the Board. Commissioner Agne asked the applicant if approving until January 2022 would be adequate and the applicant stated that they anticipated a need to stay until about April to wind things up.

Commissioner Hagen stated that he felt like this would be a slippery slope and would open up these types of businesses in other homes. He asked staff about Fairfield zoning and it was affirmed that is is a Planned Unit Development with certain areas designated as commercial.

At this time, Jeff Mosser of 1602 Lakeview Parkway spoke up and said he manages other time shares inside Fairfield and that it is an appropriate use of the property.

Commissioner Agne made a motion to approve until April of 2023 with Commissioner Marshall seconding. The vote to approve with conditions was 4-1 with Commissioner Hagen voting against approval.

Zoning Ordinance update: Staff read the proposed update to the zoning ordinance. There were no members of the public present to comment at this time.

VII. First Readings. The County Planner updated the Commission on first readings for next meeting.

The meeting was adjourned at 7:40 p.m.
October 22, 2019

Carroll County Planning Commission,
Carroll County Board of Commissioners
Re: Hill & Hill Properties/Verizon Wireless
Location: 2547 Travis Hill Drive
Carrollton, GA 30116

REQUEST FOR DENIAL OF VERIZON’S CONDITIONAL USE PERMIT (CUP) APPLICATION

Re: Conditional Use Application C-19-09-02

INTRODUCTION

Verizon’s application assumes our land adjacent to their proposed cell site is “commercial”, even though it has never been used commercially, nor is there an intent to use it as such. Since 1855, or so, this house has been a developed residential property. No one knows how our land came to be zoned as commercial. It’s an old farmhouse, a residence, and a family haven.  And should, in all practicality, and with all due fairness, be viewed as such. The request for this tower’s conditional use permit must take into consideration the spirit of Carroll County’s ordinances, in the protection of our constitutionally guaranteed property rights.

I’m here to protect the heritage of one of the oldest, if not the oldest house in this section of Carroll County. Our home was used in the Civil War to shelter runaway slaves. This farmhouse used to be the point of central land ownership. The proposed cell site is, would be adjacent to residential property and should, in all practicality, be considered to be within a residential zone and thus should be held to a higher standard than non-residential districts.

There are NO discernable gaps in cell coverage anywhere near our house, and in fact, on Verizon’s own website, they show there is complete cellular coverage for the entire area surrounding this proposed location. Verizon’s engineers state on their application that the primary purpose of this Livestock tower is to more efficiently handoff with the Fairfield tower. If this is, in fact, the case, then their alternate location #1 would be a better choice for the tower because it’s closer to the Fairfield tower, but their alternate location #4 would be preferable to us, and more in line with the community at large. Their alternate location #4 is near enough to the Fairfield tower to not make much of a difference in their desired search ring enhancement(s).

There should be no special considerations for Verizon for the Livestock tower’s currently proposed location. https://www.dos.ny.gov/cnsl/lu01.htm

Zoning ordinances are placed to restrict unwise, ill-conceived, ill-advised, and unconstitutional insults to citizen’s rights. Carroll County ordinances in general and property protections in specific are placed to protect citizens from unwarranted structures and changes to properties which adjoin each other.
We ask the Board to please recognize our need for its protection. I would respectfully ask the Board to consider what, and who, are these ordinances primarily put in place to protect? Verizon, and big business, or citizens like us, the “little guys”?

We believe the ordinances being questioned were originally created to protect the citizens of Carroll County against the undue overreach of those who would build what they want, how they want, and in our case, where they want. If market forces, for improved and expanded cellular service, were enough to avoid the setback requirements or local insults, the County would be obliged to approve every application, virtually without regard to the impact on the surrounding area.

We feel the spirit of Carroll County’s ordinances were created and implemented using the same logic in the protection of citizen’s rights. In fact, there should be a focus on the severity of the “deprivation” of our property rights. Again, allowing the conditional use permit would create an unnecessary hardship on us.

In our case, I think one can successfully argue the proposed conditional use permit leads one to reason that: “....arbitrary or unreasonable restrictions which substantially deprive the owner of the ‘economically viable use of his land’ are unconstitutional, and further these criteria must ALL be met:

- The request for a conditional use permit (CUP) will not be contrary to the public interest.
- Owing to special conditions, a literal enforcement of the ordinance will result in no unnecessary hardship on adjoining properties.
- The spirit of the ordinance will be observed (in the protection of citizens from undue hardship).
- Substantial justice will be done by granting a CUP.
- Granting a CUP would not diminish the value of surrounding properties.

One might surmise the conditional use application should require all of these criteria to be satisfied; “..........if the applicant fails to satisfy any one of them, the permit cannot be granted.”..... (My emphasis)  

Further, the conclusions of Carroll County’s “Review Criteria and Standards for Considering Conditional Use Permits” are flawed because assumptions were made that are neither accurate nor true.

The following illustrates these points:

A. Addressing the significance of an adverse effect on the neighborhood, or area.... The conclusion was that there would not be any. This is not the case. Our home, in particular, would be significantly and severely adversely affected. Sights, sounds, ambiance, the naughty concept that radiofrequency emissions are harmless. (They are not).

B. Addressing whether or not the use is otherwise compatible with the neighborhood:
There is another fully functioning, and very large cell tower, within a very short distance over by the cattle barn. If given the option, and with 5G coming, Verizon may like to have a cell tower every quarter mile.

C. Addressing the proposed use and if it will pose a nuisance as defined by state law.
I do not know what this law states, but I assure you the proposed tower will be a nuisance to us, the rest of the neighborhood, and the animal life that lives in and around our house.
D. The enjoyment of our land will be adversely affected:
Because of the intimidating presence and “visual pollution” of a structure, such as this, towering over us at all points of our time spent in and out of our house.

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

“The Review stated the property’s value will not be affected.” This is simply not the case. I have very extensive, delineated, research conclusions, including analysis from Mitt Conerly, a local Realtor of note, who specifically addressed the issue of property values decreasing with such a tower being in close proximity to a property for sale. If for no other reason, a buyer’s perception of potential health hazards is key to salability.

“As a licensed real estate broker with over 30 years of experience, it is my professional opinion that the installation of a Cellular Tower can significantly reduce the value of neighboring residential properties.” -- Lawrence Oxman, Licensed Real Estate Broker
https://anticelltowerlawyers.com/anti_cell_lawyer_1_018.htm

This is a major issue. In the following researched points, I am providing supporting research which confirms the negative effects of cell towers on property values. Putting cell antennas and towers near business or residential properties results in decreased property values (with corresponding decreased property-tax revenue for local governments), and making them more difficult to sell.

L. Whether or not the public health, safety, welfare, or moral concerns of the surrounding neighborhood will be adversely affected:
I think it is quite obvious a tower such as this one looming over us every day will prove to be a mental and emotional burden at all times. The question of health/safety is an issue I have addressed in my “primary” denial request. Health concerns are an issue regardless of how the telecommunications industry and government spin it. Research is coming out, almost daily, addressing EMF, and radiofrequency exposure being quite harmful to humankind. Particularly 5G. If for no other.

Referencing sections from the Carroll County Telecommunication Antennae and Tower Ordinance:
9.3/1.0

- Being so very close to our home, there’s the potential of wireless communication facilities producing disruptive noise, vibration, or illumination;
- the potential interference with existing telephone, radio, television or electronic computing systems currently in use in the area; and
- this Board is called to lessen adverse visual impacts of these facilities on developed residential areas, (such as our Farm House).

/8.4

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

While noting the existence of the proposed project, with its imposing height, it must remain a consideration there will be a financial and emotional burden on the landowner. We are forced to conclude a tower of any height
would, in fact, prove to be a burden on the family, our sensibilities, and with a resultant diminution in property value.

In order for the tower’s conditional use permit to be granted, my family should have the right to:

- **Not suffer a loss in property value as a result of the installation of a cell tower in such close proximity.**
- **Not have to endure a very high, and imposing cell tower, which will adversely affect the character and aesthetics of our property.**


We feel the Carroll County “codes” should, by necessity, reference several criteria to determine whether protection standards are met, among them:

- The Board’s findings show the literal interpretation of the ordinance in question (re the CUP) would not deprive us of our rights commonly enjoyed by other properties in the same neighborhood.
- **Special conditions do not result from the applicant’s actions.**
- **Granting the CUP will not confer any special privilege on the applicant.**
- **The Board finds the granting of the CUP shall be in harmony with the general purpose and intent of the zoning ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public (our) welfare.**
- A written application made by Verizon demonstrating special circumstances do exist that are peculiar to the land, structure, building involved, and which are not applicable to other lands, structures or buildings in the same district.

This Board is our first line of defense against any overreach of a body such as Verizon Wireless, and we believe their request for a conditional use permit for this tower should be denied.

Any cell tower “ordinance” is a legislative balancing of the accommodation of growing cellular demand with public safety and general welfare. While the Hill property may be seemingly ideal for Verizon’s conditional use permit application, **the proof of this proposed use and consequent “no harm” to the adjacent land must fail to Verizon, not to the individual (plight of the) landowner.**

A survey by the National Institute for Science, Law & Public Policy Indicates **Cell Towers and Antennas Negatively Impact Interest in Real Estate Properties.**


From onsite observations, each property was rated relative to the impact of the tower due to proximity or view in one of four categories: major, significant, minor, or none. Those properties in which the tower was deemed to have a “major” impact were mostly adjacent to and/or having a full view of the tower.

**“Significant” impact was assigned to those properties having a full or obvious view of the tower**.

[https://eweb.irwaonline.org/eweb/upload/0399b.pdf](https://eweb.irwaonline.org/eweb/upload/0399b.pdf)

Inevitably, and necessarily, there will be tension between zoning ordinances and property rights, as courts balance the right of citizens to the enjoyment of their private property with the right of municipalities to restrict property use. In this balancing process, constitutional property rights must be respected and protected from unreasonable zoning conditional use permits.
With this request for a CUP, we are being asked to endure unnecessary hardships. Our property would suffer from a “special condition” which distinguishes it from other properties in the area. This is, in fact, a tower which will be of such a height that it will be totally unacceptable to us in the enjoyment of our constitutional rights. If Verizon is granted the CUP request for an increase in tower height, then no doubt, the unique setting of our land, and the value of the property will both be diminished.

**Granting Verizon’s request for this CUP qualifies as a set of unusual conditions being placed on us.** Up and down Bankhead Highway, there is plenty of (more) open land with where a cell tower can be built. It would be in our best interest for you to encourage Verizon to seek a cell tower position elsewhere.

**Further Points as to How Real Estate Values Are Negatively Affected by Nearby Cell Towers**

United States Court of Appeals for the 11th Circuit upheld a denial of a cell tower application based upon the testimony of residents and a real estate broker, that the cell tower would reduce the values of property which were in close proximity to the tower.

[https://anticelltowerlawyers.com/anti_cell_lawyer_1_018.htm](https://anticelltowerlawyers.com/anti_cell_lawyer_1_018.htm)

Cell phone towers are a blight in a community and depress property (real home) sales. A decrease of 40% in value, is not unheard of. Find any real estate broker whom you trust, and they will give you the same answer. **Simply ask yourself if you would prefer to purchase a home which has a cell tower looming over it, or one which doesn’t. Most, if not all, potential homeowners would choose a home that does not come with the cell tower.**

Loss of property value: Home or business owners risk property value loss where a cell tower is installed in the neighborhood. A survey by the National Institute for Science, Law & Public Policy found that 94% of homebuyers are “less interested and would pay less” for a property located near a cell tower or antenna.


**In a 2014 Survey:** “home buyers and renters are less interested in properties located near cell towers and antennas, as well as in properties where a cell tower or group of antennas are placed on top of or attached to a building.”


94% of people surveyed would not buy or rent a home next to a cell tower.


**The Bond and Beamish - Opinion Survey Study**
The Bond and Beamish study involved surveying whether people who lived within 100' of a tower would have to reduce the sales price of their home. 38% said they would reduce the price by more than 20%, 38% said they would reduce the price by only 1%-9%, and 24% said they would **reduce their sale price by 10%-19%.**

**The Bond and Hue - Proximate Impact Study**
The Bond and Hue study conducted in 2004 involved the analysis of 9,514 residential home sales in 10 suburbs. The study reflected that close proximity to a cell tower **reduced the price by 15% on average.**
The Bond and Wang - Transaction-Based Market Study

The Bond and Wang study involved the analysis of 4,283 residential home sales in 4 suburbs between 1984 and 2002. The study reflected that close proximity to a cell tower reduced the price between 20.7% and 21%.

Loss of property value: Home or business owners risk property value loss where a cell tower is installed in the neighborhood. A survey by the National Institute for Science, Law & Public Policy found that 94% of homebuyers are “less interested and would pay less” for a property located near a cell tower or antenna.


On a local level, residents and real estate professionals have also informed city officials about the detrimental effects of cell towers on home property values.

https://sites.google.com/site/nocelltowerinourneighborhood/home/decreased-real-estate-value

Tina Canaris, an associate broker and a co-owner of RE/MAX Hearthstone in Merrick, says, “Even houses where there are transformers in front” make “people shy away,” Ms. Canaris said. “If they have the opportunity to buy another home, they do.”


Many organizations and studies have documented the detrimental effects of cell towers on property values. For example:

1. The Appraisal Institute, the largest global professional membership organization for appraisers with 91 chapters throughout the world, spotlighted the issue of cell towers and the fair market value of a home and educated its members that a cell tower should, in fact, cause a decrease in home value.

The definitive work on this subject was done by Dr. Sandy Bond, who concluded that "media attention to the potential health hazards of [cellular phone towers and antennas] has spread concerns among the public, resulting in increased resistance" to sites near those towers. The percentage decreases mentioned in the study range from 2% to 20% with the percentage moving toward the higher range the closer the property. These are a few of her studies:

- Sandy Bond also co-authored, "Cellular Phone Towers: Perceived impact on residents and property values" the University of Auckland, paper presented at the Ninth Pacific-Rim Real Estate Society Conference, Brisbane, Australia, January 19-22, 2003; see attached. Source: Pacific Rim Real Estate Society website, http://www.prres.net/Papers/Bond_The_Impact_Of_Celluar_Phone_Base_Station_Towers_On_Property_Values.pdf


Further Real Estate Value Studies As They Pertain to Local Cell Towers

1. 94% of people surveyed would not buy or rent a home next to a cell tower: http://www.businesswire.com/news/home/20140703005726/en/Survey-National-Institute-Science-Law-Public-Policy

2. Palo Alto community successfully stops a proposed AT&T cell tower at a Catholic church. They cite a 20% drop in property values in other communities. A very effective campaign for any neighborhood to model: http://www.nocelltowerat1095channing.com/

As you can see in this recent NY Times article, Palo Alto residents really don’t like having cell towers in their community (even though they are the cradle of wireless technology). What do these tech people know that the rest of the population doesn’t?

This community in Berkeley recently did the same thing. They flooded the planning commission with 187 pages of emails against the tower and the application was denied.

3. Here is an excellent study in The Appraisal Journal that shows cell tower installations negatively impact property values.

4. NY Times article on how realtors have a hard time selling homes next to cell towers: http://www.nytimes.com/2010/08/29/realestate/29lizo.html

5. This is what the National Association of Realtors has to say on this issue: http://www.realtor.org/field-guides/field-guide-to-cell-phone-towers


7. NASA scientist sells home of 25 years in Piedmont, CA (a wealthy suburb of San Francisco) because city council approves a DAS cell tower near his home: http://sanfrancisco.cbslocal.com/2017/11/15/east-bay-homeowners-challenge-proposed-cellphone-towers/

8. Excellent summary of various press articles from around the country related to declining property values around cell towers: https://sites.google.com/site/nocelltowerinournearhood/home/decreased-real-estate-value
9. Study using the mapping software GIS to show that property values were higher on average away from cell phone tower installations:
http://www.prres.net/papers/Bond_Squires_Using_GIS_to_Measure.pdf

10. Article from the National Association of Realtors.

11. New Zealand study showing that property values decrease after cell phone tower installations:
New Zealand Study on Declining Property Values Around Cell Towers

12. Community stops new DAS cell tower system from being installed based on concerns of property values declining (December 15, 2015): They may look innocent, but they are very powerful emitters of microwave radiation that can cause health effects for homeowners.

Properties surrounding cell phone antennae are devalued by between 10-20%. It is therefore reasonable to suggest that in terms of the radiation pattern drawing above that the 10% devaluation should apply in the region of 300 m and the 20% to properties close to or within sight of the tower and these should be the guidelines used by property professionals based on known buyer’s perceptions and concerns.

In recent years, legal claims over damage to property value because of EMF and RF emissions have met with some success. Plaintiffs in these lawsuits usually allege that the value of their property has been reduced because of its proximity to devices that emit RF or EMF. The theory behind this argument is that, since the general public believes that exposure to RF or EMF emissions is dangerous, the property is less valuable regardless of whether or not fears over the dangers are founded.

Decreased Real Estate Value (associated with cell towers)
https://sites.google.com/site/nocelltowerinourneighborhood/home/decreased-real-estate-value

Research indicates that over 90% of home buyers and renters are less interested in properties near cell towers and would pay less for a property in close vicinity to cellular antennas. Documentation of a price drop up to 20% is found in multiple surveys and published articles as listed below.

Redfin (Real Estate) mentions the following details: There was an escrow established in late May, a week later, the buyer pulled out of escrow, citing Verizon’s plans for a cell phone tower on the pole next to the house...Two or three price reductions later, the latest in late Aug, the asking price has been reduced to $750,000
https://scientists4wiredtech.com/what-are-4g-5g/cell-tower-installation-plans-lower-property-values/

The National Association of REALTORS® and other real estate organizations are urging the Federal Communications Commission to heed caution and ensure that its proposal to expand high-speed 5G networks nationwide doesn’t violate property owners’ rights.
https://magazine.realtor/daily-news/2019/06/24/nar-fcc-s-5g-plan-could-hurt-property-owners
A **VERY** comprehensive study:
The issue of greatest concern for survey respondents in both the case study and control areas is the impact of proximity to CPBSs on future property values. Overall, respondents would pay from 10%–19% less to over 20% less for a property if it were in close proximity to a Cellular Phone Base Station (CPBS).

The realtor industry has written several articles documenting the property devaluation after communication towers are built near property.
https://ehtrust.org/cell-phone-towers-lower-property-values-documentation-research/

**Of the 1,000 survey respondents:**

- **94%** said a nearby cell tower or group of antennas would negatively impact interest in a property or the price they would be willing to pay for it.

- **94%** said a cell tower or group of antennas on top of, or attached to, an apartment building would negatively impact interest in the apartment building or the price they would be willing to pay for it.

- **95%** said they would opt to buy or rent a property that had zero antennas on the building over a comparable property that had several antennas on the building.

- **79%** said under no circumstances would they ever purchase or rent a property within a few blocks of a cell tower or antennas.

- **88%** said that under no circumstances would they ever purchase or rent a property with a cell tower or group of antennas on top of, or attached to, the apartment building.

- **89%** said they were generally concerned about the increasing number of cell towers and antennas in their residential neighborhood.

Cell phone towers may bring extra tax revenue, greater reception, and security to a city or town. Despite these benefits, many remain skeptical of towers due to potential health risks, environmental aesthetics, and the impact on property values.
https://www.nar.realtor/cell-phone-towers

The Impact of Cell Phone Towers on House Prices in Residential Neighborhoods study found that buyers would pay as much as 20 percent less, as determined at that time by an opinion survey in addition to a sales price analysis. http://electromagnetichealth.org/wp-content/uploads/2014/06/TAJSummer05p256-277.pdf

Of the 1,000 people who responded to the survey, 79 percent said that under no circumstances would they ever purchase or rent a property within a few blocks of a cell tower or antennas, and almost 90 percent said they were concerned about the increasing number of cell towers in their residential neighborhood.
http://electromagnetichealth.org/electromagnetic-health-blog/survey-property-desirability/

".........proximity to the more visually disruptive armed monopole towers is found to reduce values of nearby houses."
“........It was found that the most visually disruptive towers, armed monopoles, had a negative influence on house prices, with this impact declining with increased distance from the tower.
https://www.researchgate.net/publication/235317103_The_impact_of_proximity_to_cell_phone_towers_on_residential_property_values/link/5d1fc64d299bf1547c9b9372/download

Very good article on many links re cell towers:
https://ehtrust.org/cell-phone-towers-lower-property-values-documentation-research/

In Conclusion, this CUP application presents a unique situation for Carroll County due to the overbearing proximity of this proposed tower to an (old) existing home, where there exist other suitable sites. The reasonableness of this proposed use, at this location, must be taken into account when other suitable locations are not very far away.

This Board should highly encourage the practice of "co-location", which means placing technology for more than one communications medium on the same tower.
https://www.useful-community-development.org/tower-zoning.html

This most likely would happen where there is clearly a “fair and substantial relationship ...between the general purposes of the zoning ordinance and the specific restriction on the property”—and the conditional use permit, therefore, fails on the second point, but because of special conditions, the effect of the restriction on the property is to preclude any reasonable use. If such a conditional use permit application is judged, based on our property rights, it fails, otherwise, the result would be to deprive us, the owner, of any reasonable use of our land in the future, including a practical loss in value—an unconstitutional taking.

My family requests this Board denies Verizon’s cell tower conditional use permit application.

Respectfully Submitted
The Fields Family Trust, and the Wilvert Family

The following pictures are of our farmhouse, and what the proposed tower (pictured at 235’) might look like.
This is our best approximation of the tower's visualization, from the camera, as I have no actual tower pics. The angle to the tower's top, from the camera's position, is \( \approx 18.5^\circ \), with camera \( \approx 700' \) from the tower base.

The distance to tower base, from the closest corner of the House (to tower) is \( \approx 565' \).

The height distance to the top of a 235' tower, from the closest corner of the House (to tower), is \( \approx 611.9' \).

Tower's compass bearing is \( \approx 20^\circ \) NNE through the approximate center of the House.
ADDENDUM

Health Considerations & The Perceptions of Health Considerations

The US Department of Housing and Urban Development (HUD) considers cell towers as “Hazards and Nuisances.”

The US Department of the Interior states RFR threatens birds and criticizes the FCC’s radiation guidelines, stating, “...the electromagnetic radiation standards used by the Federal Communications Commission (FCC) continue to be based on thermal heating, a criterion now nearly 30 years out of date and inapplicable today.”
https://static1.squarespace.com/static/58765be5893fc0147722972c0/t/5881193c414fb59bc00d884f/3/1484855676289/Stop+the+Cell+Tower++Environmental+%26+Wildlife.pdf

You are fully aware of the insidious damage cigarette smoke has caused our society. And, no doubt you are aware, for decades the tobacco companies fought tooth and nail to deflect blame, until today when the health realities associated with smoking have become commonly accepted. The Federal Communications Act of 1996 says health concerns are not a valid reason for a municipality to deny zoning for a cell tower or antenna. Property values and aesthetics, however, do qualify, according to the act. And, by extension, this conditional use permit (my emphasis).

CUP denials cannot be based on RFR emissions concerns. However, there are similarities between the historic tobacco industries’ fight against full disclosure, and the fight to reduce human exposure to adverse EMF(s), resultant to inappropriately placed cell towers. This rampant cell tower explosion is set to get much worse with 5G, Internet of Things, Smart Cities, radar in cars, and more.

The federal government has taken sole responsibility for the radiation safety of personal wireless service deployment 47 U.S.C. § 332(c)(7); 47 C.F.R. 1.1307(b) and 1.1310, which are based on perceived harm of 7 overheating of human tissues by RFR.

Cancer rates more than tripled among people living within 400 meters of cell phone towers or antennas, a German study found. Those within 100 meters were exposed to radiation at 100 times normal levels. An Israeli study found the risk of cancer quadrupled among people living within 350 meters (1,148 feet) of a cell phone transmitter—and seven out of eight cancer victims were women. Both studies focused only on people who had lived at the same address for many years.
https://www.eastcountymagazine.org/cell_phone_towers_238

And further, the following peer-reviewed, published studies examine the adverse effects of wireless radiation in relation to antenna location.

- Biological effects from exposure to electromagnetic radiation emitted by cell tower base stations and other antenna arrays “Both anecdotal reports and some epidemiology studies have found headaches, skin rashes, sleep disturbances, depression, decreased libido, increased rates of suicide, concentration problems, dizziness, memory changes, increased risk of cancer, tremors, and other neurophysiological effects in populations near base stations.”
- Neurobehavioral effects among inhabitants around mobile phone base stations “The prevalence of neuropsychiatric complaints as headache (23.5%), memory changes (28.2%), dizziness (18.8%), tremors (9.4%),
depressive symptoms (21.7%), and sleep disturbance (23.5%) were significantly higher among exposed inhabitants than controls...

- Epidemiological Evidence for a Health Risk from Mobile Phone Base Stations "We found that eight of the 10 studies reported an increased prevalence of adverse neurobehavioral symptoms or cancer in populations living at distances < 500 meters from base stations." And, "From these results and in applying the precautionary principle, it is advisable that mobile phone base stations not be sited closer than 300 meters to populations and most significantly because exposed people can have different sensitivities related particularly to their sex."

At some point in the not too distant future, RFR emissions (particularly from cell services) will come to be shown in the same “light”. If ever there was a situation that caused discomfort, or unreasonably troubled residents, it is the case of cell towers near homes. Cell towers emit RFR and peer-reviewed published science shows RFR harms public health and the environment. The International Agency for Research on Cancer at the World Health Organization classifies RFR as a 2B (possible) carcinogen.

Peer-reviewed published science shows the harmful effects of cell tower radiation include: fatigue, headaches, sleep problems, anxiety, ringing in the ears, heart problems, learning and memory disorders, increased cancer risk, and more.

Each time the wireless companies encountered any form of resistance, from anyone, the FCC has come to their aid to issue regulatory decision after decision, to obliterate any obstacle the wireless company might face, including, but not limited to local governments and utilities which didn’t immediately bow down to the whim of the wireless companies storming into their town or village.

However, no federal agency is acting responsibly or being accountable for protecting the public and the environment from the health effects of Radio Frequency Radiation (RFR). The science has evolved greatly since 1996 meanwhile wireless devices have been widely adopted, as well as forced upon the public, for example; cell towers, wireless in schools, and smart meters.

Investigative journalist Norm Alster wrote: Captured Agency - How the Federal Communications Commission is dominated by the industries it presumably regulates. Published by Harvard University. Alster calls on the FCC to acknowledge there may be wireless health risks, to back off Wi-Fi promotion, to acknowledge children and pregnant women may be especially vulnerable, and more....
http://ethics.harvard.edu/files/center-for-ethics/files/capturedagency_alster.pdf

Peer-reviewed published science shows wireless radiation harms public health. The Bio-Initiative Reports reference more than 3800 peer-reviewed published studies. Summary of key scientific evidence includes:

- Evidence for Damage to Sperm and Reproduction
- Evidence that Children are More Vulnerable
- Evidence for Effects on Autism (Autism Spectrum Disorders)
- Evidence for Electrohypersensitivity
- Evidence for Effects from Cell Tower-Level RFR Exposure
- Evidence for Effects on the Blood-brain Barrier
- Evidence for Effects on Brain Tumors
- Evidence for Effects on Genes (Genotoxicity)
- Evidence for Effects on the Nervous System ( Neurotoxicity)
• Evidence for Effects on Cancer (Childhood Leukemia, Adult Cancers)
• Melatonin, Breast Cancer and Alzheimer's disease
• Stress, Stress Proteins, and DNA as a Fractal Antenna.

http://ethics.harvard.edu/files/center-for-ethics/files/capturedagency_alster.pdf, and

"There is now much more evidence of risks to health affecting billions of people world-wide. The status quo is not acceptable in light of the evidence for harm." David O. Carpenter, MD, coeditor Bio-initiative Report. The authors conclude, "EMF and RFR are preventable toxic exposures.

The National Toxicology Program published a 25 million dollar study which is one of the largest and most comprehensive studies on cell phone radiation and cancer in the United States. Results showed that rats exposed to cell phone radiation developed two types of cancers: glioma, a brain tumor, and schwannoma, a heart tumor.

https://ntp.niehs.nih.govntp/about_ntp/trpanel/2018/march/actions20180328_508.pdf, and

Physicians for Safe Technology - Report after report of the health concerns over cellular technologies. 
https://mdsafetech.org/cell-tower-and-city-ordinances/

![Figure 9. Response of residents living in the vicinity of a cellular phone base station in France.](https://s16164.pcdn.co/wp-content/uploads/2015/02/cell-tower-health-chart.jpg)

Another study monitored more than 500 people living at varying distances from cell towers. This study showed changes in comfort levels depending on distance, for example, those living closest to the towers felt an increase
in headaches. The results can be found here:
https://www.bibliotecapleyades.net/scalar_tech/esp_scalartech23.htm

International scientists are calling for immediate measures to reduce RFR. The International EMF Scientist Appeal signed by 235 scientists from 41 nations warn: “We are scientists 13 engaged in the study of biological and health effects of non-ionizing electromagnetic fields (EMF). Based on peer-reviewed, published research, we have serious concerns regarding the ubiquitious and increasing exposure to EMF generated by electric and wireless devices. These include—but are not limited to—radiofrequency radiation (RFR) emitting devices, such as cellular and cordless phones and their base stations, Wi-Fi, broadcast antennas, smart meters, and baby monitors as well as electric devices and infrastructures used in the delivery of electricity that generates extremely low-frequency electromagnetic field (ELF-EMF).”

“Effects include increased cancer risk, cellular stress, increase in harmful free radicals, genetic damages, structural and functional changes of the reproductive system, learning and memory deficits, neurological disorders, and negative impacts on general well-being in humans.” The following are quotes from science experts who signed The International EMF Scientist’s Appeal:

• “Based upon epidemiological studies there is consistent evidence of increased risk for brain tumors (glioma and acoustic neuroma) associated with the use of wireless phones.” Lennart Hardell, MD, Ph.D. University Hospital, Orebro, Sweden
• “The harmful effects of electromagnetic fields, regardless of their frequencies, are now scientifically settled. Pregnant women (the fetus) and children and adolescents are particularly vulnerable.” - Dominique Belpomme, MD, MPH, Paris V Descartes University, European Cancer & Environment Research Institute.
• “U.S. regulatory standards and international guidelines only control for short-term heating of tissue. The standards do not protect us from the low-intensity, chronic exposures to electromagnetic fields (EMF) that are common today.”

The scientists who signed the Appeal request that the UN and member nations protect the global human population, and animal and plant life from EMF exposures. There has been strong support from the international scientific community for the Appeal, even among those who believe that scientists should not take public policy positions. Some have taken personal risks to sign the Appeal because this is a public health issue that affects everyone now, as well as future generations.” Joel Moskowitz, Ph.D., Director of the Center for Family and Community Health, School of Public Health, University of California, Berkeley, USA

Peer-reviewed published science shows RFR harms nature.

Two hundred forty-one bird species suffer mortality risk from both tower collisions and from exposure to the radiation towers emit. This includes birds that are endangered or threatened, Birds of Conservation Concern, migratory birds, and eagles. Studies of radiation impacts on wild birds documented nest abandonment, plumage deterioration, and death. Birds studied included House Sparrows, White Storks, Collared Doves, and other species.

Studies in laboratories of chick embryos documented heart attacks and death. Scientists in Germany studied tree damage in relation to wireless radiation from 2006-2015. They monitored, observed and photographed unusual or unexplainable tree damage, and measured the radiation in which the trees were exposed. “The aim of this study was to verify whether there is a connection between unusual (generally unilateral) tree damage and radiofrequency exposure.” They found significant differences between the damaged side of a tree facing a phone mast and the opposite side, as well as differences between the exposed side of damaged trees and all other groups.
of trees on both sides. The scientists concluded, “Statistical analysis demonstrated that electromagnetic radiation from mobile phone masts is harmful to trees.”

The following studies discuss how fauna are harmed by radiation:

- Food collection and response to pheromones in an ant species exposed to electromagnetic radiation found exposure to radiation caused colony deterioration and affected social insects’ behavior and physiology.
- Oxidative and genotoxic effects of 900 MHz electromagnetic fields in the earthworm concluded radiation caused genotoxic effects and DNA damage in earthworms.
- Mobile Phone Induced Honey Bee Worker Piping.

The study abstract states, “The worldwide maintenance of the honeybee has major ecological, economic, and political implications.” Cell phone RFR was tested for potential effects on honeybee behavior. Handsets were placed in the close vicinity of honeybees and the sound made by the bees was recorded and analyzed. The information revealed that active cell phone handsets induced the bee’s worker piping signal. “In natural conditions, worker piping either announces the swarming process of the bee colony or is a signal of a disturbed bee colony.”

The following are observations by International scientists of RFR effects on nature:

- “Migratory birds -- incredibly important to the global economy and for the ecological services they provide -- now appear to be negatively affected by non-ionizing radiation.” Dr. Albert Manville, Adjunct Professor, Johns Hopkins University; Senior Wildlife Biologist, U.S. Fish & Wildlife Service (FWS), Emeritus/Retired.

- “Man-made electromagnetic fields impact all living organisms, acting first on the unit membrane. We must reduce our dependence on ‘wireless’ technologies, reduce the numbers of masts (i.e., cell towers), of Wi-Fi apparatus, of cordless phones and so on, and clearly indicate, in public spaces, the intensity of the ambient electromagnetic field.” Prof. Marie-Claire Cammaerts, PhD., Free University of Brussels, Faculty of Science, Belgium. 5G millimeter waves are harmful.

The desired future of the telecommunications industry is 5G which incorporates millimeter waves. A 5G deployment would require many cell towers close together throughout communities. Peer-reviewed published science shows millimeter waves penetrate the skin and affect human health. A meta-analysis of studies on millimeter waves (MMWs) “State of knowledge on biological effects at 40–60 GHz” states, “At the cellular level, it stands out from the literature that skin nerve endings are probably the main targets of MMWs and the possible starting point of numerous biological effects.”

International independent scientists have called for a moratorium on the deployment of 5G. They state, “We the undersigned, more than 180 scientists and doctors from 35 countries, 27 recommend a moratorium on the roll-out of the fifth generation, 5G, for telecommunication until potential hazards for human health and the environment have been fully investigated by scientists independent from industry.”

World-wide, there are many old, continuing, and new concerns for the safety of the planet’s cellular systems.
https://anticelltowerlawyers.com/links/expert-studies.html

**Radiation concerns halt Brussels 5G development:**
https://www.brusselstimes.com/brussels/55052/radiation-concerns-halt-brussels-5g-for-now/

An Australian study found that children living near TV and FM broadcast towers, which emit similar radiation to cell towers, developed leukemia at three times the rate of children living over seven miles away.
https://www.aph.gov.au/sitecore/content/Home/About_Parliament/Parliamentary_Departments/Parliamentary_Library/Publications_Archive/CIB/CIB9697/97cib26

The International Association of Fire Fighters has declared a moratorium on new cell tower construction at fire department facilities until credible science is developed.
http://www.iaff.org/hs/Facts/CellTowerFinal.asp

Watch the dangerous RF radiations from cell tower here:
https://www.youtube.com/watch?v=MvSTNSrMORM

Another article:

The New York Times states there are a number of conclusive scientific studies stating that No electromagnetic studies have been done to measure the effect of cell phone radiation on children.

These are also summarized at
http://www.sixwise.com/newsletters/05/02/28/what_are_the_dangers_of_living_near_cell_phone_towers.htm

Time Magazine has a story published in October 2010 detailing flaws in FCC handset testing:
http://www.time.com/time/nation/article/0,8599,2027523,00.html

Wired Magazine has a story on St. Louis denying a permit based on concerns about the health of children and devaluation of homes. While the wireless industry will contend there are no adverse health effects related to wireless towers and antennae, even a perceived health risk is enough to negatively affect the quality of life of residents near a cell tower. Whether perceived or real health risks, a cell tower installation adversely impacts neighboring properties.

Once built. Cell towers can go up an additional 20 feet- without community consent.
https://ehtrust.org/cell-phone-towers-lower-property-values-documentation-research/

And the list goes on ...............
October 2, 2019

Dr. Wesley Wilvert  
2531 Pleasant Hill Rd  
Carrollton, GA 30116

RE: Cell Tower Adjacent to Property at 2531 Pleasant Hill Rd

To Whom It May Concern,

My name is Mitt Conerly; I have been a real estate broker in this County for 48 years. I taught License law and other real estate courses at the University of West Georgia for 30 years. In 2017 I was named the top commercial Broker in GA by the National Association of Realtors.

At the request of Wesley Wilvert I have evaluated the above mentioned home and property and the affect that cell towers would have on the value and salability of said property.

Comparables indicated a significant reduction in value. A home located at 525 Oak Mountain Rd. sold for $41,775 dollars below market value because of adjacent Water Tanks and Cell Towers. A magnificent home at 3750 Hill top Dr., Villa Rica, GA sold for $99,000 less than value because of an adjacent Transmission Line. There also appears to be a higher incidence of foreclosure on properties with adjacent visible utilities. Examples of this would be 271 Bottoms Rd. and 410 Shoemake Rd. Supporting data for all comparable mentioned is attached.
Additionally, some relocation companies will not allow their customers to buy a home adjacent to power lines or cell towers. This kind of data supports the thesis that by restricting the number of buyers, prices of such properties sell for less and take longer to sell.

The bottom line is "would you want this in your backyard" and the answer is almost always No.

Sincerely:

**Mitt Conerly**

Mitt Conerly  
President  
Associate Broker/Realtor  
Metro West Realty  
850 Cedar Street  
Carrollton, GA 30117
**Georgia MLS**

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**County:** Carroll

- **Tax ID:** 134 02777
- **Legal:** LL: Dist: Sect: Blk: Unit: Lot:
- **Plat Book / Page:** /  
- **Annual Taxes:** $2,135
- **Tax Year:** 2014
- **Ownership:** Fee Simple

**PUBLIC REMARKS:** BIG 2 STORY HOME ON A 2 ACRE PRIVATE LOT - FORMAL DINING AND LIVING ROOM - 2 MASTER SUITES - LARGE KITCHEN WITH ISLAND - HUGE FINISHED BASEMENT WITH BATHROOM - TONS OF SPACE FOR THE FAMILY - LEVEL BACKYARD - PLENTY OF ROOM TO ADD A POOL.

**PRIVATE REMARKS:** VACANT - LOCKBOX CODE: 2767 This property has been placed in an upcoming event. All bids should be submitted at www.HomeSearch.com (void where prohibited). The auction dates are 6/20-6/23.

**SHOWING INTR:** 24 Hour Access, Lockbox Non-GAMLS Comp, Vacant

**DIRECTIONS:** I-20W TO EXIT #24, LEFT OFF EXIT ON HWY 61, LEFT ON BYPASS - GA HWY 166W, LEFT ON OLD NEWMAN RD, LEFT ON OAK MOUNTAIN RD - HOME ON RIGHT

**INTERIOR**

- **Bedrooms:** Up: 2 Mid: 1 Low: 1 Tot: 4
- **Full Baths:** Up: 1 Mid: 1 Low: 1 Tot: 3
- **Half Baths:** Up: 0 Mid: 1 Low: 0 Tot: 1
- **Basement:** Entrance - Inside, Entrance - Outside, Finished Rooms, Full
- **Cooling Source:** Electric
- **Cooling Type:** Central
- **Energy:** None
- **Equipment:** None
- **Fireplaces:** 1

**HEATING SOURCE:** Gas

- **Heating Type:** Central
- **Interior:** Cable In Street, Cable TV Connections, Ceilings - Trey, Double Vanity, Foyer - 2 Story, Garden Tub, Separate Shower, Walk-in Closet

- **Kitchen:**
- **Kitchen Equip:** Dishwasher, Double Oven
- **Laundry:**
- **Laundry Type:**
- **Rooms:** DR - Separate, Family Room, Master On Main Level

**EXTERIOR**

- **Stories:** 2 Stories
- **Style:** Traditional
- **Construction:** Stucco Unspecified
- **Exterior:**
- **Boathouse:**
- **Water Descr:**

**AMENITIES:** None

- **Lot Description:** Level Lot, Private Backyard
- **Parking:** 2 Car, Attached
- **Roof:**
- **Water Source:** Public Water, Septic Tank

**OTHER INFORMATION**

- **Owner:** Owner Of Record
- **Ownership:**
- **Possession:** N
- **Possible Financing:** At Closing

**LISTING AGENT:** Brandon Thompson

| ID: SWFT01                  |
| Heritage Oaks Realty       |
| 8494 Bowden St.            |
| Douglasville, 30134         |
| Phone: 866-462-8823         |
| Fax: 866-258-2579           |

**LISTING OFFICE:**

**SELLING AGENT:** WILSONMARKE

**SELLING OFFICE:** CTEX01

**SELLER'S CONTRIBUTION:** 0

**FINANCING TYPE:** CASH

**COMM:** 1.00 %

**VRC:** N

**PROPERTY INFORMATION**

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**Public Remarks:** Home has it all: Great view, beautiful landscaping, 2 story on full basement, outside kitchen, putting green, waterfall, top of the line executive home! Possible Owner Financing with 20% down payment, interest rate depending on eligibility.

**INTERIOR**

| Bedrooms: | Up: 4 Mid: 0 Low: 0 Tot: 4 |
| Full Baths: | Up: 2 Mid: 1 Low: 0 Tot: 3 |
| Half Baths: | Up: 0 Mid: 1 Low: 0 Tot: 1 |
| Basement: | Full |
| Cooling Source: | Electric |
| Cooling Type: | Central |
| Energy: | Water Heater-electric |
| Equipment: | 0 |

| Heating Source: | Electric |
| Heating Type: | Central |
| Interior: | Ceilings - Trey, Double Vanity, Hardwood Floors, Sauna, Walk-in Closet |
| Kitchen: | Dishwasher, Range/Oven, Refrigerator |
| Laundry: | Upstairs |
| Laundry Type: | Room |
| Rooms: | DR - Separate |

**EXTERIOR**

| Stories: | 2 Stories |
| Style: | Traditional |
| Construction: | Aluminum/Vinyl, Brick Front |
| Exterior: | |
| Boathouse: | |
| Water Descr: | |

| Amenities: | None |
| Lot Description: | Level Lot |
| Parking: | 2 Car, Attached, Garage |
| Roof: | |
| Water Source: | Public Water, Sewer Connected |

| Home Warranty: | N |
| Possession: | Negotiable |
| Possible Financing: | |

**OTHER INFORMATION**

| Owner: | |
| Owner Phone: | |
| Association Fees: | $0 |
| Fees Include: | None |

| Listing Agent: | Mitt Conery |
| License: | 8184 |
| Phone: | 770-301-8126 |
| Email: | mwestmllt@gmail.com |

**Listing Agreement: Exclusive Right To Sell**

**Selling Agent:** CONERLYM
| Selling Office: | METW01 |
| Seller's Contribution: | 2750 |
| Financing Type: | CN90 |
| Comm: | 3.00 % |
| VRC: | N |

Information is provided by Georgia MLS and is deemed reliable, but not guaranteed.

PROPERTY LISTING & SALES HISTORY
3750 Hilltop Dr, Villa Rica 30180
Douglas COUNTY
Parcel ID: 01140250151

STATUS AND PRICE CHANGE HISTORY OF THIS LISTING

| LN    | MC | STAT | Change Type | Previous Price | Current Price | Price Change | Sold Price | List Date | Closed Date | Change Date |
|-------|----|------|-------------|----------------|--------------|--------------|------------|-----------|-----------|------------|-------------|
| 7638720 | O  | Sold | Status      | $0             | $320,000     | $0           | $320,000   | 05/08/2016 | 10/03/2016 | 10/04/2016 |
| 7638720 | O  | PENDING | Status      | $0             | $320,000     | $0           | $320,000   | 05/06/2016 | 10/03/2016 | 07/22/2016 |
| 7638720 | O  | ?? | Price       | $349,000       | $320,000     | -$10,000     | $320,000   | 05/09/2016 | 10/03/2016 | 07/15/2016 |
| 7638720 | O  | ?? | Price       | $349,000       | $320,000     | -$10,000     | $320,000   | 05/09/2016 | 10/03/2016 | 08/15/2016 |
| 7638720 | O  | ?? | Price       | $374,000       | $320,000     | -$15,000     | $320,000   | 05/08/2016 | 10/03/2016 | 05/16/2016 |
| 7638720 | O  | New | Status      | $0             | $374,000     | $0           | $320,000   | 05/08/2016 | 10/03/2016 | 05/09/2016 |

LISTINGS IN GEORGIA MLS FOR THIS PROPERTY

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SALES HISTORY FROM TAX RECORDS FOR THIS PROPERTY

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<th>Amount</th>
<th>Buyers/Owners</th>
<th>Instrument</th>
<th>Quality</th>
<th>Book/Page or Document</th>
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<tbody>
<tr>
<td>10/03/2016</td>
<td>$320,000</td>
<td>CHRISTIAN CHRIS M &amp; CARRIE</td>
<td>FAIR MARKET VALUE</td>
<td>3432</td>
<td>254</td>
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<tr>
<td>04/22/2004</td>
<td>$245,300</td>
<td>BROMLEY-REID ENTERPRISES INC</td>
<td>NAME CHANGE</td>
<td>2008</td>
<td>901</td>
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<tr>
<td>06/29/1998</td>
<td>$0</td>
<td>BROMLEY/REID INC</td>
<td>NON-MARKET SALE</td>
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<td>678</td>
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</table>

PROPERTY DESCRIPTION FROM COUNTY TAX RECORDS

<table>
<thead>
<tr>
<th>County</th>
<th>Douglas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel ID</td>
<td>01140250151</td>
</tr>
<tr>
<td>Alternate PID</td>
<td>36038</td>
</tr>
<tr>
<td>Census Track/Block</td>
<td>080403/1</td>
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<tr>
<td>Subdivision</td>
<td>Liberty Road Tract IV S/D</td>
</tr>
<tr>
<td>Plat Book / Page</td>
<td>27 / 6</td>
</tr>
</tbody>
</table>

TAX ASSESSMENT

| Appraised Land | $57,700 |
| Appraised Improvements | $294,300 |
| Total Tax Appraisal | $352,200 |
| Total Assessment | $140,890 |

PROPERTY DESCRIPTION FROM COUNTY TAX RECORDS

| Year Built | 2001 |
| Legal Description | KS05/06 AC, Liberty Road Tract IV S LANDLOT: 114 LANDLOT: 25 |
| Acres | 5.00 |
| Owner 1 Name | CHRISTIAN CHRIS M |
| Owner 2 Name | CARRIE |

TAX ASSESSMENT

| City Taxes | $0.00 |
| County Taxes | $0.00 |
| Total Taxes | $5,067.31 |
| Exemption | REGULAR HOMESTEAD OWNER OCCUPIED PRINCIPAL RESIDENCE |
| Exemption Amount | $0.00 |

BUILDING SQUARE FEET (LIVING SPACE)

| Gross Living Area SQFT | 2,638 |

BUILDING SQUARE FEET (OTHER)

| FINISHED BASEMENT | 1,020 |
| DECK | 256 |
| BUILT-IN GAR | 528 |
| PATIO ON GRADE | 30 |
| DECK | 386 |

BUILDING CHARACTERISTICS

| Type | Residential |
| Condition | Good |
| Year Built | 2001 |
| Total Rooms | 4 |
| Bedrooms | 4 |
| Full Baths | 3 |
| Half Baths | 1 |
| Interior Finish | Sheetrock |
| Air Conditioning | Flock/Wall F WIC AC |
| Heat Type | Central Heat/AC |

Stories

| Foundation | Masonry |
| Exterior Wall | Brick Front Only/No Or Vinyl |
| Structural Framing | Gable |
| Roof Framing | Asphalt Shingles |
| Roof Cover Deck | Gas Source |
| Electric Source | Water Source |
| Sewer Source | 1/2 |
Summary

Parcel Number: 1410063
Location Address: 271 BOTTOMS RD
Legal Description: HSE/1.09 AC BOTTOMS RD
(Note: Not to be used on legal documents)
Class: R4-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District: COUNTY (District 02)
Millage Rate: 26.529
Acres: 1.09
Homestead Exemption: No (SC)
Landlot/District: 142 / 04
Water: Well
Sewer: Septic Tank
Electric: Electricity
Gas: Pipe Gas
Topography: Level
Drainage: Good
Road Class: County
Parcel Road Access: Unpaved

View Map

Owner
WHOOPING CREEK MEADOWS LLC
970 HAYS MILL RD STE D
CARROLLTON, GA 30117

Tax Commissioner Link
Click here for tax information.

Rural Land

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Calculation Method</th>
<th>Soil Productivity</th>
<th>Acres</th>
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Residential Improvement Information

<table>
<thead>
<tr>
<th>Style</th>
<th>One Story</th>
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</thead>
<tbody>
<tr>
<td>Heated Square Feet</td>
<td>1885</td>
</tr>
<tr>
<td>Interior Walls</td>
<td>Sheetrock</td>
</tr>
<tr>
<td>Exterior Walls</td>
<td>Masonry/Wood/Vinyl/HP</td>
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<tr>
<td>Foundation</td>
<td>Basement - Full Part Finished</td>
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<tr>
<td>Attic Square Feet</td>
<td>0</td>
</tr>
<tr>
<td>Basement Square Feet</td>
<td>2145 - 50% Finished</td>
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<tr>
<td>Year Built</td>
<td>1999</td>
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<tr>
<td>Roof Type</td>
<td>Asphalt Shingles</td>
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<tr>
<td>Flooring Type</td>
<td>Carpet/Hardwood</td>
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<tr>
<td>Heating Type</td>
<td>Central Heat/AC</td>
</tr>
<tr>
<td>Number Of Rooms</td>
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<tr>
<td>Number Of Bedrooms</td>
<td>13</td>
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<tr>
<td>Number Of Full Bathrooms</td>
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<td>Number Of Half Bathrooms</td>
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<tr>
<td>Value</td>
<td>$250,192</td>
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<tr>
<td>Condition</td>
<td>Average</td>
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<tr>
<td>Fireplaces/Appliances</td>
<td>Const 1 sty 1 Box 1</td>
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<td>271 BOTTOMS</td>
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Accessory Information

<table>
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<tr>
<th>Description</th>
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<th>Value</th>
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<tr>
<td>Site Impr Average</td>
<td>2010</td>
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Sales

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<tr>
<th>Sale Date</th>
<th>Dead Book / Page</th>
<th>Plat Book / Page</th>
<th>Sale Price</th>
<th>Reason</th>
<th>Grantor</th>
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<tr>
<td>4/14/2011</td>
<td>4915 258</td>
<td>62 217</td>
<td>$80,000</td>
<td>RR</td>
<td>DEUTSCHE BANK NATIONAL TRUST COMPANY</td>
<td>WHOOPING CREEK MEADOWS LLC</td>
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<td>9/7/2010</td>
<td>4848 004</td>
<td></td>
<td>$100,064</td>
<td>Repo/Foreclosure</td>
<td>DRAMMEH SAHOU (JIM) O</td>
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<tr>
<td>12/16/2004</td>
<td>2958 214</td>
<td>62 217</td>
<td>$0</td>
<td>Gift/Love &amp; Affection</td>
<td>DRAMMEH SAHOU (JIM) O</td>
<td>DRAMMEH SAHOU (JIM) O &amp; JOAN E</td>
</tr>
<tr>
<td>12/16/2004</td>
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<td>62 217</td>
<td>$0</td>
<td>Gift/Love &amp; Affection</td>
<td>DRAMMEH JOHN E</td>
<td>DRAMMEH SAHOU (JIM) O</td>
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<tr>
<td>5/1/1999</td>
<td>1142 392</td>
<td>62 217</td>
<td>$0</td>
<td>Corrective Deed</td>
<td>DRAMMEH SAHOU (JIM)</td>
<td>DRAMMEH SAHOU (JIM)</td>
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<tr>
<td>1/27/1998</td>
<td>1022 622</td>
<td>62 217</td>
<td>$0</td>
<td>Family/Corp Sale</td>
<td>DRAMMEH JOHN &amp; JANE</td>
<td>DRAMMEH SAHOU (JIM)</td>
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</table>

Valuation

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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<tr>
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<td>$232,884</td>
<td>$232,884</td>
<td>$232,884</td>
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<td>$4,369</td>
<td>$4,369</td>
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<td>+ Improvement Value</td>
<td>$250,182</td>
<td>$226,015</td>
<td>$226,015</td>
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<tr>
<td>+ Accessory Value</td>
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<td>$2,500</td>
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<td>= Current Value</td>
<td>$257,357</td>
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Photos

Sketches
Parcel ID: 141.0063
Class Code: Residential
Taxing District: COUNTY
Acres: 1.09

Owner: WHOOPING CREEK MEADOWS LLC
970 HAYS MILL RD STE D
CARROLLTON GA 30117

Physical Address: 271 BOTTOMS RD
Assessed Value: Value $257357

Last 2 Sales:
<table>
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<tr>
<th>Date</th>
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<td>9/7/2010</td>
<td>$100064</td>
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Summary

Parcel Number 1430080
Location Address 410 SHOEMAKER RD
Legal Description HSE/4.01AC SHOEMAKER RD
(Note: Not to be used on legal documents)
Class R4-Residential
(Note: This is for tax purposes only. Not to be used for zoning)
Tax District COUNTY (District 02)
Millage Rate 26.529
Acres 4.01
Homestead Exemption No (50)
Landlord/District 073 / 4
Water Well
Sewer Septic Tank
Electric Electricity
Gas Tank Gas
Topography Rolling
Drainage Good
Road Class County
Parcel Road Access Paved

Owner

HARPER STEPHANIE
C/O CENTRAL LOAN ADMINISTRATION
150 WEST CIVIC CENTER DR STE 500
SANDY, UT 84070

Tax Commissioner Link

Click here for tax information.

Rural Land

<table>
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<tr>
<th>Type</th>
<th>Description</th>
<th>Calculation Method</th>
<th>Soil Productivity</th>
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Residential Improvement Information

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<td>Interior Walls</td>
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<td>Masonry</td>
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<td>Attic Square Feet</td>
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<tr>
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<td>Number Of Rooms</td>
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<td>Condition</td>
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Accessory Information

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<td>05/26/2004</td>
<td>0400721MOD</td>
<td>MOBILE HOME</td>
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Sales

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<tr>
<th>Sale Date</th>
<th>Deed Book / Page</th>
<th>Plat Book / Page</th>
<th>Sale Price</th>
<th>Reason</th>
<th>Grantor</th>
<th>Grantee</th>
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<tr>
<td>7/9/2014</td>
<td>5344 275</td>
<td>83 255</td>
<td>$140,000</td>
<td>Government Resa</td>
<td>SECRETARY OF HUD</td>
<td>HARPER STEPHANIE</td>
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<tr>
<td>7/2/2013</td>
<td>5310 863</td>
<td>83 253</td>
<td>$0</td>
<td>Govt Repo Sale</td>
<td>BANK OF AMERICA NA</td>
<td>SECRETARY OF HUD</td>
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<td>7/2/2013</td>
<td>5282 387</td>
<td>28 156</td>
<td>$120,900</td>
<td>Repo/Foreclosure</td>
<td>POPE JAMES A &amp; ROXANNE</td>
<td>BANK OF AMERICA NA</td>
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<tr>
<td>7/13/2009</td>
<td>4593 225</td>
<td>28 156</td>
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<td>POPE JAMES A &amp; ROXANNE</td>
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<tr>
<td>7/13/2009</td>
<td>4593 223</td>
<td>83 253</td>
<td>$0</td>
<td>Legal</td>
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<td>POPE JAMES A &amp; ROXANNE</td>
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<td>3/18/2004</td>
<td>2624 167</td>
<td>28 156</td>
<td>$0</td>
<td>Gift/Love &amp; Affection</td>
<td>DRIVER JERNST</td>
<td>POPE JAMES A &amp; ROXANNE</td>
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</table>

Valuation

<table>
<thead>
<tr>
<th></th>
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<td>$150,378</td>
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<td>Land Value</td>
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<td>$13,978</td>
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<td>Improvement Value</td>
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<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
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<td>Current Value</td>
<td>$183,256</td>
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<td>$150,378</td>
<td>$150,378</td>
</tr>
</tbody>
</table>

Photos

![Image of a house](image-url)

Sketches
Parcel ID: 1630080
Class Code: Residential
Taxing District: COUNTY
Acres: 4.01

Owner: HARPER STEPHANIE
C/O CENTRAL LOAN ADMINISTRATION
150 WEST CIVIC CENTER DR STE 500
SANDY UT 84070

Physical Address: 410 SHOEMAKE RD

Assessed Value: Value $183256

Last Sales:
- Date: 7/9/2014
- Price: $140000
- Reason: GR
- Qual: U

- Date: 7/2/2013
- Price: 0
- Reason: GS
- Qual: U

(Note: Not to be used on legal documents)
COMMISSION DISTRICT:  5
PLANNING COMMISSION MEMBER:  Randy Coggins
COUNTY COMMISSIONER:  Ernest Reynolds

PUBLIC HEARING DATES
PLANNING COMMISSION:  October 22, 2019
BOARD OF COMMISSIONERS:  November 5, 2019

REQUEST:  Conditional Use for a telecommunications tower.

Applicant:  Verizon Wireless
Current Land Use:  Commercial
Future Land Use:  Commercial

Acres:  0.15 of a 2.61 acre parcel
Parcel Number(s):  131-0360
Location:  2547 Travis Hill Drive

PROJECT DESCRIPTION:  Applicant is requesting a conditional use permit for a telecommunications (cell phone) tower.

Surrounding Properties:

<table>
<thead>
<tr>
<th></th>
<th>Current Zoning</th>
<th>Land Use</th>
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</thead>
<tbody>
<tr>
<td>North</td>
<td>Commercial</td>
<td>Commercial</td>
</tr>
<tr>
<td>East</td>
<td>Commercial</td>
<td>Commercial</td>
</tr>
<tr>
<td>South</td>
<td>Commercial</td>
<td>Commercial</td>
</tr>
<tr>
<td>West</td>
<td>Commercial</td>
<td>Commercial</td>
</tr>
</tbody>
</table>

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING CONDITIONAL USE PERMITS:

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

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

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

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

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

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

H. Whether or not special or unique conditions overcome the board of commissioners' general presumption that residential neighborhoods should not allow non-compatible business uses.
There are no special or unique conditions to this request.

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

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

K. Whether or not adequate landscape plans are incorporated to ensure appropriate transition.
Landscape plan is not required.

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

M. Whether the applicant can vary from any minimum required lot size requirement.
Not applicable.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: Subject property is located at 2547 Travis Hill Drive. No additional right of way or road improvements are needed for this request. No change in anticipated traffic generation.

Carroll County Engineer: The subject property is not within the 100-year flood plain and no probable wet land is noted on the property. There are no state waters on the property.

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

Carroll County Board of Education: This application will have no impact on the school system.

Carroll County Water Authority: This application will have no impact on the water system.

Additional Comments: All received departmental comments available upon request.
STAFF COMMENTS: The subject property consists of 2.61 acres. The applicant is requesting to construct a 200 foot telecommunications tower on the property.

The property lies in Commercial zoning and the Future Land Use for the property is Commercial. The Telecommunications Ordinance limits tower height in this district and lot size to 200 feet. Radiofrequency engineering information is attached to this report.

The Carroll County Telecommunications Ordinance requires that new structures must be able to accommodate co-location efforts, in order that other carriers will be able to locate on tower structures as well. Applicant will meet this requirement.

There has been one neighbor with considerable concern regarding this application.

STAFF RECOMMENDATION: APPROVAL, CONTINGENT UPON VARIANCE ALSO BEING APPROVED.

PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the Times-Georgian on September 8, 2019 and October 5, 2019; a sign was posted on the subject property, and all abutting property owners received notification of the rezoning request via U.S. mail.

Respectfully submitted,

[Signature]
Janet Hyde
County Planner
Application must be filed by noon on the 3rd Tuesday of the month to go on the next month’s agenda. No exceptions.

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

**APPICANT**

**Applicant Name:** VERIZON WIRELESS  
**Address:** 1830 OLD ALABAMA RD CONW  
**City:** ALPHARETTA  
**State:** GA  
**Zip:** 30022  
**Phone:** (770) 261 - 2001  
**Fax:** (-)  
**Email:** SEE BELOW

**Agent Name:** WENDY DOYLE  
**Address:** 7210 PALISADES PT  
**City:** SUWANEE  
**State:** GA  
**Zip:** 30024  
**Phone:** (770) 261 - 2001  
**Fax:** (-)  
**Email:** wendy.doyle@comcast.net

**Owner Name (if different from applicant):**

**Address:**

**Phone:** (-)  
**Fax:** (-)

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

**CONDITIONAL USE**

**Project Name:** LIVESTOCK  
**Conditional Use Location (attach location map):**

**Proposed Use:** TELECOMMUNICATIONS TOWER  
**Total acreage:** 0.15 ACRES of a 2.61 PARCEL  
**Describe Proposed Conditional Use:**

THIS CONDITIONAL USE WOULD ALLOW FOR A TELECOMMUNICATIONS TOWER TO BE PLACED AT 2551 TRAVIS HILL RD. CARROLLTON, GA IN WHICH THIS TOWER WOULD PROVIDE ADDITIONAL CELLULAR COVERAGE AT THE AREA AND INTERSECTION OF HWY 166 AND HWY 61.

**Staff Use Only**

Land Lot 140 of the 5th District, Carroll County  
**Tax Map:** 131  
**Parcel:** 0360
Describe how the proposed Conditional Use will affect:

Traffic: N/A

Parking: N/A

Availability of Public Facilities/Utilities:

Other relevant Impacts of the Proposal:

Describe how the proposed Conditional Use will be a benefit to the public.

The installation of the telecommunications facility will increase the capacity for the use of mobile phone and electronic devices along HWY 166 and HWY 61. This facility will improve coverage by offloading the existing towers to the west and surrounding areas so that communications will continue without interruption.

Required Materials to Accompany the Application:

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

Return Form to:
Janet Hyde, County Planner
Department of Community Development
423 College Street
Carrollton, Georgia 30117

For Department Use Only
Application No. 6-19-09-02
Filing Fee: $350
Pre-Application Conf: 9-3-19
Date Advertised: 9-8-19
Date Notices Sent: 9-9-19
PC Public Hearing Date: 9-24-19
BoCC Public Hearing Date: 10-1-19
Disposition: 
Approved by Resolution #: 
STATE OF GEORGIA  
COUNTY OF CARROLL

AFFIDAVIT FOR A **Conditional use permit**

__Lutena A. Hill__, personally appeared before me, the undersigned officer, duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a **Conditional use permit** under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This __28__ day of __August__, __2019__.

__Affiant’s Signature__, Managing Member

Address:  
2391 Battle Drive  
Villa Rica, GA 30180

Sworn to and subscribed before me this __28__ day of __August__, __2019__.

__Affiant’s Signature__, Notary Public

My Commission Expires:  
April 18, 2020

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address:

Entity: __Hill & Hill Properties, LLC__

Address:


CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVE OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY office
One Liberty Plaza
165 Broadway, Suite 3301
New York NY 10006 USA

CONTACT NAME

PHONE: (866) 263-7122
FAX: (800) 363-0105

ADDRESS:

INSURED
Verizon Wireless, LLC
1093 Avenue of the Americas
New York NY 10036 USA

INSURER(S) AFFORDING COVERAGE
NAIC #

INSCRIBER A: National Union Fire Ins Co of Pittsburgh 19445
INSCRIBER B: 
INSCRIBER C: 
INSCRIBER D: 
INSCRIBER E: 
INSCRIBER F: 

COVERAGES
CERTIFICATE NUMBER: 57007743253

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, Term OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT IN WHICH THIS CERTIFICATE MAY BE ISSUED OR TO WHICH IT MAY ATTACH, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

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DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 161), Additional Remarks Schedule, may be attached if more space is required

RE: Site: Livestock, Location: 251 Buenos Aires, Address: 251 Travis Hill Drive, Carrolton, GA 30116. Hill & Hill Properties, LLC is included as Additional Insured with respect to the General Liability policy. Where permitted by law, the named Insured parties listed herein waive all rights against Hill & Hill Properties, LLC listed herein for recovery of damages to the extent these damages are covered by the above-referenced General Liability policy and, as further limited by written contract between the parties.

CERTIFICATE HOLDER

Hill & Hill Properties, LLC
2301 Battle Drive
Villa Rica GA 30180 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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ACORD 25 (2015/03) The ACORD name and logo are registered marks of ACORD
August 8, 2019

Verizon Wireless
10300 Old Alabama Road Connector
Alpharetta, GA 30022

RE: Proposed 225 ft Sabre self-supporting tower and foundations for "Livestock", Carrollton, GA

To whom it may concern:

Upon receipt of order, we propose to design and supply a 225’ tower and foundations for the above referenced site. The tower and foundations will be designed for an ASCE 7-16 ultimate wind speed of 107 mph without ice and 30 mph with 1-1/2” ice, Structure Class II, Exposure Category C and Topographic Category 1, in accordance with ANSI/TIA/EIA 222-G, to support equipment for four (4) wireless carriers.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load). Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location “folding over” onto the portion of the tower below the failure location. Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles. In the unlikely event of total separation, this would result in collapse within a radius of 1/3 of the tower height.

Sincerely,

Keith J. Tindall, P.E., S.E.
Vice President, Telecom Engineering
LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 19th day of July, 2019, between HILL & HILL PROPERTIES, LLC, with its principal office located at 2391 Battle Drive, Villa Rica, Georgia 30180, hereinafter designated LESSOR and SOUTHWEST CO WIRELESS, INC. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

For and in consideration of the sum of $10 cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby leases and demises to LESSEE and LESSEE hereby leases and accepts from LESSOR the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 2547 Travis Hill Drive, Carrollton, Georgia 30116 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 6,400 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion of the survey, the survey shall replace Exhibit "B" in its entirety.

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

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of $1,000.00, 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 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. 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. Throughout the Term, as hereinafter defined, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual
anniversary thereafter (including any extension terms) such that the annual rental shall equal
102% of the annual rental paid immediately preceding such anniversary.

(b). For any party to whom rental payments are to be made, LESSOR or any successor
in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of
Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and
local withholding forms if required; and (iii) other documentation to verify LESSOR’s or such
other party’s right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in
accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days
after the requested documentation has been received by LESSEE.

5. **ACCESS.** LESSOR hereby grants LESSEE (i) a non-exclusive easement for ingress and
egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the
Premises for the purpose of installation, operation and maintenance of LESSEE’s communications
equipment or along a 30 foot wide right-of-way (“Easement”) and (ii) a non-exclusive easement for
 ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and
from the Premises for the purpose of installation, operation and maintenance of LESSEE’s
communications equipment or along a 10 foot wide right-of-way (“Utility Easement”), both of
which shall be depicted on Exhibit “B”. LESSOR further grants the Easement and Utility Easement for the
installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical,
telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant
LESSEE or the provider the right to install such services on, through, over and/or under the Property,
provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding
anything to the contrary, the Premises shall include such additional space sufficient for LESSEE’s radio
frequency signage and/or barricades as are necessary to ensure LESSEE’s compliance with Laws (as
defined in Paragraph 27).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition
ready for LESSEE’s Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as
of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S
Laws (as defined in Paragraph 24).

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

8. **GOVERNMENT APPROVALS.** LESSEE’s Use is contingent upon LESSEE obtaining all of the
certificates, permits and other approvals (collectively the “Government Approvals”) that may be
required by any Federal, State or Local authorities (collectively, the “Government Entities”) as well as a
satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will
permit LESSEE’s Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall
take no action which would adversely affect the status of the Property with respect to LESSEE’s Use.
9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE’s sole discretion.

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney’s fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The Indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party’s defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party’s request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of $2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. 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 the Property, resulting from any fire, or other casualty which is insurable under “Causes of Loss – Special Form” property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All 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.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of
the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. **INTERFERENCE.**

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

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE’S Network Operations Center (at 800-852-2671 or to LESSOR at (770-301-8091), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE’s Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment 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 such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. **HOLDOVER.** If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer (“LESSOR’s Notice”). LESSOR’s Notice shall include the prospective buyer’s name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide
offer within 30 days after receipt of LESSOR’s Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE’s intention to meet the third party offer within 60 days after receipt of LESSOR’s Notice, then if LESSOR’s Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR’s interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR’s family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

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

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

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE’s assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such 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 either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE’s sole discretion.

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

LESSOR: Hill & Hill Properties, LLC
2391 Battle Drive
Villa Rica, Georgia 30180

LESSEE: Southwestco Wireless, Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

21. SUBORDINATION AND NON-DISTURBANCE. At LESSOR’s option, this Agreement shall be
subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest
(a “Mortgage”) by LESSOR which from time to time may encumber all or part of the Property; provided,
however, as a condition precedent to LESSEE being required to subordinate its interest in this
Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE’s benefit a
non-disturbance and attornment agreement for LESSEE’s benefit in the form reasonably satisfactory to
LESSEE, and containing the terms described below (the “Non-Disturbance Agreement”), and shall
recognize LESSEE’s rights under this Agreement. The Non-Disturbance Agreement shall include the
encumbering party’s (“Lender’s”) agreement that, if Lender or its successor-in-interest or any purchaser
of Lender’s or its successor’s interest (a “Purchaser”) acquires an ownership interest in the Property,
Lender or such successor-in-interest or Purchaser will honor all of the terms of 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 Property and (3)
agrees to accept a cure by Lender of any of LESSOR’s defaults, provided such cure is completed within
the deadline applicable to LESSOR. In the event 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 against all rents that may
otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

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

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

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

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

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

28. **TAXES.**

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

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

29. **NON-DISCLOSURE.** The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. **MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and 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 or terms and 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 or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. 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 hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

__________________________
Stephanie Chappell
Stephanie Chappell

LESSOR:

HILL & HILL PROPERTIES, LLC
By: ____________________________
Its: ____________________________
Date: ____________________________

LESSEE:

SOUTHWESTCO WIRELESS, INC.
d/b/a Verizon Wireless
By: ____________________________
Its: ____________________________
Date: ____________________________

WITNESS

__________________________
Latoya Watts
Latoya Watts
EXHIBIT "A"

DESCRIPTION OF PROPERTY

PROPERTY

TRACT 1 – 2551 Travis Hill Drive, Carroll County, Georgia

ALL THAT TRACT or parcel of land lying and being in Land Lot 140 of the 5th District of Carroll County, Georgia, and being 0.834 acre more particularly shown on that certain survey entitled “Final Plat for Travis Hill & Lutrena Hill”, prepared by Meridian West Land Surveying, certified by Lester E. Bell, GRLS No. 29035, and recorded in Plat Book 93, page 180 Carroll County, Georgia Public Real Estate Records, which plat is hereby incorporated herein for a more complete and accurate description.

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT for the purpose of ingress, egress and utility over, through and across:

All that tract or parcel of land lying and being in Land Lot 140 of the 5th District of Carroll County, Georgia, being the 50 ft. ingress, egress & utility easement shown and delineated on a plat entitled “Survey for L.A.S., Inc. & C.P.D. Smith & Associates, Inc., dated February 5, 2001, revised May 18, 2001, prepared by Pioneer Land Surveying Co., certified by Jacob Roland Harrison, Georgia Registered Land Surveyor No. 1134, a copy of which is recorded in Plat Book 75, page 48, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein.

TRACT 3 – 2531 Mastec Drive, Carroll County, Georgia

ALL THAT TRACT or parcel of land lying and being in Land Lot 140 of the 5th District of Carroll County, Georgia, and being that certain 0.577 acre as shown on a survey for “Richardson Floor Covering Company, Inc.”, dated January 3, 2002, being recorded in Plat Book 85, page 225, Carroll County, Georgia Deed Records, which plat is hereby incorporated herein for a more complete and accurate description.

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT for the purpose of ingress, egress and utility over, through and across:

All that tract or parcel of land lying and being in Land Lot 140 of the 5th District of Carroll County, Georgia, being the 50 ft. ingress, egress & utility easement shown and delineated on a plat entitled “Survey for L.A.S., Inc. & C.P.D. Smith & Associates, Inc., dated February 5, 2001, revised May 18, 2001, prepared by Pioneer Land Surveying Co., certified by Jacob Roland Harrison, Georgia Registered Land Surveyor No. 1134, a copy of which is recorded in Plat Book 75, page 48, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein.
TRACT 4 – 2547 Travis Hills Drive, Carroll County, Georgia

ALL THAT TRACT or parcel of land lying and begin in land Lot 140 of the 5th District of Carroll County, Georgia, and being more particularly shown and delineated on a plat entitled “Survey for: Travis Hill”, prepared by Pioneer Land Surveying Co., certified by Jacob Roland Harrison, Georgia Registered Land Surveyor No. 1134, dated August 7, 1998, and appearing of record in Plat Book 65, page 202, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein.

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT for the purpose of ingress, egress and utility over, through and across:

All that tract or parcel of land lying and being in Land Lot 140 of the 5th District of Carroll County, Georgia, being the 50 ft. ingress, egress & utility easement shown and delineated on a plat entitled “Survey for L.A.S., Inc. & C.P.D. Smith & Associates, Inc., dated February 5, 2001, revised May 18, 2001, prepared by Pioneer Land Surveying Co., certified by Jacob Roland Harrison, Georgia Registered Land Surveyor No. 1134, a copy of which is recorded in Plat Book 75, page 48, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein.

PREMISES

110 X 110 LEASE AREA (AS-SURVEYED)

A portion of the HII & HII Properties LLC tract described as Tract One and Tract Two in Deed Book 5180, Page 133 as recorded in the Office of the Clerk of Superior Court for Carroll County, Georgia, being in Land Lot 140, 5th District in said Carroll County, Georgia and being more particularly described as follows:

COMMENCING at a 1/2 rebar found marking the Northeast corner of HII & HII Properties LLC tract described in Plat Book 65, Page 224 as recorded in said Office of the Clerk of Superior Court, Thence along the Easterly line of said tract, S 00°46’53” E a distance of 168.68 feet to a found 1/2’ rebar; Thence leaving said Easterly line, S 17°59’11” W a distance of 287.00 feet to set 5/8’ rebar and the POINT OF BEGINNING; Thence S 02°21’36” E a distance of 80.00 feet to a set 5/8’ rebar; Thence S 87°08’34” W a distance of 80.00 feet to a set 5/8’ rebar; Thence N 02°21’36” W a distance of 80.00 feet to a set 5/8’ rebar; Thence N 87°08’34” E a distance of 80.00 feet to the POINT OF BEGINNING. Containing 8,400 square feet (0.19 acres) of land more or less.
EASEMENT

30° INGRESS/EGRESS & UTILITY/FOBER EASEMENT "A" (AS-SURVEYED)
A portion of the Hill & Hill Properties LLC tract described as Tract One in Deed Book 5180, Page 133 as recorded in the Office of the Clerk of Superior Court for Carroll County, Georgia, being in Land Lot 140, 6th District in said Carroll County, Georgia and being more particularly described as follows:
CONVERSING at a 1/2° northerly line marking the Northeast corner of Hill & Hill Properties LLC tract described in Plot Book 88, Page 224 as recorded in said Office of the Clerk of Superior Court, Thence along the Easterly line of said tract, S 00°45'00" E a distance of 106.86 feet to a point; Thence leaving said Easterly line, S 17°51'11" W a distance of 267.00 feet to set 5/6" stake; Thence S 02°31'25" E a distance of 12.58 feet to the POINT OF BEGINNING of an easement being 30 feet wide and lying 15 feet on each side of the following described centerline: Thence N 02°27'36" E a distance of 74.66 feet more or less, to a point on the Easterly line of said Hill & Hill Properties LLC tract and the POINT OF ENDING. Containing 1,683.11 square feet (0.04 acres) of land more or less.

30° INGRESS/EGRESS & UTILITY/FOBER EASEMENT "B" (AS-SURVEYED)
A portion of the Bobby J. Weinberg tract described in Deed Book 5633, Page 114 as recorded in the Office of the Clerk of Superior Court for Carroll County, Georgia, being in Land Lot 140, 6th District in said Carroll County, Georgia and being more particularly described as follows:
CONVERSING at a 1/2° northerly line marking the Northeast corner of Hill & Hill Properties LLC tract described in Plot Book 88, Page 224 as recorded in said Office of the Clerk of Superior Court, Thence along the Easterly line of said tract, S 00°45'00" E a distance of 106.86 feet to a point; Thence leaving said Easterly line, S 17°51'11" W a distance of 267.00 feet to set 5/6" stake; Thence S 02°31'25" E a distance of 12.58 feet to a point; Thence N 02°27'36" E a distance of 74.66 feet to the POINT OF BEGINNING of an easement being 30 feet wide and lying 15 feet on each side of the following described centerline: Thence N 02°27'36" E a distance of 12.49 feet to a point; Thence N 07°30'11" W a distance of 132.25 feet to a point; Thence with a curve turning to the right with an arc length of 49.17 feet, radius of 106.25 feet, delta angle of 29°28'06", chord bearing of N 13°53'22" W, chord length of 45.78 feet to a point; Thence with a reverse curve turning to the left with an arc length of 30.86 feet, a radius of 132.50 feet, delta angle 29°28'06", chord bearing of N 11°59'38" E, chord length of 33.72 feet to a point; Thence N 00°54'44" E a distance of 16.01 feet more or less, to a point on the Northeast line of said Bobby J. Weinberg tract and the POINT OF ENDING. Containing 6,720.25 square feet (0.15 acres) of land more or less.

30° INGRESS/EGRESS & UTILITY/FOBER EASEMENT "C" (AS-SURVEYED)
A portion of the Hill & Hill Properties LLC tract described as Tract Three in Deed Book 5180, Page 133 as recorded in the Office of the Clerk of Superior Court for Carroll County, Georgia, being in Land Lot 140, 6th District in said Carroll County, Georgia and being more particularly described as follows:
CONVERSING at a 1/2° northerly line marking the Northeast corner of Hill & Hill Properties LLC tract described in Plot Book 88, Page 224 as recorded in said Office of the Clerk of Superior Court, Thence along the Easterly line of said tract, S 00°45'00" E a distance of 106.86 feet to a point; Thence leaving said Easterly line, S 17°51'11" W a distance of 267.00 feet to set 5/6" stake; Thence S 02°31'25" E a distance of 12.58 feet to a point; Thence N 02°27'36" E a distance of 12.49 feet to a point; Thence N 07°30'11" W a distance of 132.25 feet to a point; Thence with a curve turning to the right with an arc length of 49.17 feet, radius of 106.25 feet, delta angle of 29°28'06", chord bearing of N 13°53'22" W, chord length of 45.78 feet to a point; Thence with a reverse curve turning to the left with an arc length of 30.86 feet, a radius of 132.50 feet, delta angle 29°28'06", chord bearing of N 11°59'38" E, chord length of 33.72 feet to a point; Thence N 00°54'44" E a distance of 16.01 feet to the POINT OF BEGINNING of an easement being 30 feet wide and lying 15 feet on each side of the following described centerline: Thence N 00°45'43" E a distance of 193.10 feet to a point on the Southern right-of-way line of Old Georgia Highway 100 (100' public right-of-way) and the POINT OF ENDING. Containing 4,827.87 square feet (0.11 acres) of land more or less.

UTILITY EASEMENT (AS-SURVEYED)
A portion of the Hill & Hill Properties LLC tract described as Tract One in Deed Book 5180, Page 133 as recorded in the Office of the Clerk of Superior Court for Carroll County, Georgia, being in Land Lot 140, 6th District in said Carroll County, Georgia and being more particularly described as follows:
CONVERSING at a 1/2° northerly line marking the Northeast corner of Hill & Hill Properties LLC tract described in Plot Book 88, Page 224 as recorded in said Office of the Clerk of Superior Court, Thence along the Easterly line of said tract, S 00°45'00" E a distance of 106.86 feet to a point; Thence leaving said Easterly line, S 17°51'11" W a distance of 267.00 feet to set 5/6" stake; Thence S 02°31'25" E a distance of 80.00 feet to a set 5/6" stake; Thence S 87°08'34" W a distance of 80.00 feet to a set 5/6" stake; Thence N 02°31'25" W a distance of 38.17 feet to the POINT OF BEGINNING of an easement being 10 feet wide and lying 5 feet on each side of the following described centerline: Thence S 79°45'40" W a distance of 94.92 feet more or less, to the POINT OF ENDING. Containing 484.16 square feet (0.01 acres) of land more or less.
EXHIBIT "B"

SITE PLAN OF THE PREMISES
LOCATION #3

LIVESTOCK

FROM THE SOUTHEAST, LOOKING NORTHWEST

EXISTING VIEW

PROJECTED SUPPORT TOWER

PROJECTED 250'
FROM THE WEST LOOOING EAST.

PHOTOGRAPHIC SIMULATION.

TAKEN FROM THE WEST LOOKING EAST.

EXISTING VIEW.
Notice to the FAA is required because height exceeds 200 feet AGL.

For this report, follow the construction review AIR NAVIGATION FEE PROCEDURE.

For new construction, notice required (deemed upon actual IFR)

NRR = Notice Required
NRT = Notice Required (c) Notice Required (d)

For 200 ft:
NRR = Far 77.9 IRP Straight-In Notice Criteria
NRR = Far 77.9 IRP Straight-In Notice Criteria
NRR = Far 77.9 IRP (Not a Traverse Way)
NRR = Far 77.9 IRP (Des Notice Stop)
NRR = Far 77.9 IRP (Exceeds 200 ft AGL)

NOTICE CRITERIA

Survey Height AMSL. 1492 ft.
Overall Height AMSL. 1492 ft.
Site Elevation AMSL. 1217 ft.

84°-59'-48"-8.84"
3°-36'-45"-7.39"

Longitude: 3°-36', 45" 7.39"
Latitude: 84°-59'-48"-8.84"

Location: Cartersville, GA
Title: LIVESTOCK
Airspace User: Local Headquaters

*******************************************************************************

Antenna Structure

Summary Report: New Construction

Federal Airways & Airspace

*******************************************************************************
Airport)
Possible impact to private landing facility.

27GA AIR WILSON AIRSTRIP
Possible impact to private landing facility.
Possible impact to private landing facility.

188.26
2.15

8GA8 AIR FALCONS ARFIE

ELEVATION
RED ALT NAME
DELA AAR FFA
FAUC TANDING FACILITIES

The maximum height permitted is 1900 ft AMSL
BAR 77.17 (w) (4) (a) MCCA Altitude Enforced Criteria
MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

DEPARTURE PROCEDURE (FAA ORDER 8260.3, VOLUME 4)

VERR TRAFFIC PATTERN AIRSPACE FOR: 20GA: EAST T SMALL JP

VERR TRAFFIC PATTERN AIRSPACE FOR: CTU: WEST GEORGIA RND - 2003
AIR NAVIGATION ELECTRONIC FACILITIES

74AR4 AIR MOVEMENT FIELD
Below surface height of 457 ft above AGL.
No impact to VFR Transient Surface.
116.96 5.57

34AE AIR ELEVEN
Below surface height of 397 ft above AGL.
No impact to VFR Transient Surface.
117.02 5.55

4A3Z AIR LUGS LANDING
Below surface height of 367 ft above AGL.
No impact to VFR Transient Surface.
118.24 5.99

5A5Z AIR KOLBIRI
Below surface height of 390 ft above AGL.
No impact to VFR Transient Surface.
114.47 4.99

8A8C AIR LUCKY IAIRS LANDING
Possible impact to VFR Transient Landing Facility.
4.38 222
COMMISSION DISTRICT: 1
PLANNING COMMISSION MEMBER: Deidre Wilson
COUNTY COMMISSIONER: Montrell McClendon

PUBLIC HEARING DATES
PLANNING COMMISSION: October 22, 2019
BOARD OF COMMISSIONERS: November 5, 2019

REQUEST: Rezoning from Agricultural to R2 Residential for the purpose of combining property with other property already zoned R2.

Applicant: Anchor Property Solutions

Acres: 1.5

Parcel Number(s): 088-0036
Location: 456 Mote Road

Current Land Use: Vacant
Future Land Use: Residential

PROJECT DESCRIPTION: The applicant is requesting to rezone 1.5 acres from Agricultural to R2 Residential in order to split the property. The applicant wants to combine the property with an existing property that is also zoned R2. There is other R2 zoning in close proximity and the future land use designation for this area is residential.

Surrounding Properties:

<table>
<thead>
<tr>
<th></th>
<th>Current Zoning</th>
<th>Current Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Agricultural</td>
<td>Residential</td>
</tr>
<tr>
<td>East</td>
<td>Agricultural</td>
<td>Residential</td>
</tr>
<tr>
<td>South</td>
<td>Agricultural</td>
<td>Residential</td>
</tr>
<tr>
<td>West</td>
<td>Agricultural</td>
<td>Residential</td>
</tr>
</tbody>
</table>

REVIEW CRITERIA AND STANDARDS FOR CONSIDERING ZONING DECISIONS:

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
The proposed zoning, if approved, will permit a use that would be suitable in view of the development of adjacent and nearby property.

B. Whether the zoning proposal will adversely affect the existing use of adjacent or nearby property.
The proposed zoning, if approved, will not adversely affect the existing use of adjacent or nearby property.

C. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
The proposed zoning, if approved, will not result in a use which would or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The use would add no additional households to the existing school zone.

D. Whether the zoning proposal is not in conformity with the policy and intent of the land use plan; and
The proposed zoning, if approved, is in conformity with the policy and intent of the land use plan. The future land use for this property is RESIDENTIAL.

E. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
There are no other existing or changing conditions affecting the use and development of the property to give supporting grounds for approval or disapproval of the zoning proposal.

DEPARTMENTAL COMMENTS:

Carroll County Public Works: The proposed zoning change will have no effect on public infrastructure.

Carroll County Engineer: Subject property is not within the 100 year flood plain. There are no "state waters" on the property.

Carroll County Fire: The property is served by Carroll County Fire Rescue.

Carroll County Board of Education: The proposed rezoning will add to the Carroll County School system. The project, if approved, will add one additional household to the school system.

Carroll County Water Authority: The proposed rezoning and additional households can be sustained.

STAFF COMMENTS: The applicant is requesting to rezone from Agricultural to R2 Residential. The proposed zoning meets the requirements of the county's future land use plan as the future land use for the subject property is Residential. There is other R2 zoning in close proximity to the proposed rezoning.

STAFF RECOMMENDATION: APPROVAL.

PUBLIC NOTIFICATIONS: As required by Sections 14.3 and 14.4 of the Carroll County Zoning Ordinance, the public has been notified in the Times-Georgian on October 5, 2019; a sign was posted on the subject property, and all abutting property owners received notification of the rezoning request via U.S. mail.

Respectfully submitted,

[Signature]
Janet Hyde
County Planner
Rezoning Application
Carroll County  Department of Community Development
423 College Street  Carrollton, GA 30117  (770) 830-5861

Application must be filled by noon on the 3rd Tuesday of the month to go on the next month’s agenda. A Pre-application conference with staff is required before the application can be submitted. Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed.

Applicant Name: Anchor Property Solutions LLC
Address: 496 Sandhill Hub Rd  City: Villa Rica  State: GA  Zip: 30180
Phone: (770) 834-1673  Fax: (770) 834-9427  Email: jkalmenji@gmail.com

Agent Name:  
Address:  
Phone:  
Fax:  
Email:  

Owner Name (If different from applicant):
Address:  
Phone:  
Fax:  
Email:  

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

Project Name:
Rezoning Location (attach location map): 456 Mote Rd Carrollton GA 30117
Current Zoning:  
Proposed Zoning:  
Proposed Use:  
Total acreage: 1.5
Describe Proposed Rezoning: (attach additional sheets if necessary)

Land Lot 207 of the 10 District, Carroll County  Tax Map 098  Parcel 0036

Date Application Filed: 10-3-19  County Recipient: 
Advertisement Date: 10-5-19  Sign Posting to before this date: 10-5-19
Planning Commission First Reading Date: 10-22-19
Planning Commission Hearing Date Scheduled: 11-5-19 at 6:30 p.m.
County Commissioners Hearing Date Scheduled:  
Rescheduled Hearing Date, if required: 
Application Withdrawn with/without Prejudice: (please circle)
Zoning Personnel:  
Letter Sent to Applicant:  

COMPREHENSIVE PLAN

Describe how the proposed Rezoning will affect:

Traffic: n/a

Parking: n/a

Availability of Public Facilities/Utilities: n/a

Other relevant Impacts of the Proposal: n/a

Describe how the proposed Rezoning will be a benefit to the public.

n/a

REZONING QUESTIONS

Please answer the following questions as completely and accurately as possible. This zoning application will be submitted for review to various departments; therefore, any incomplete answers may delay the review process.

Attach additional sheets as necessary.

1. Has the landowner or any person undertaken or initiated any efforts to develop the property in its existing zoning classification? Please provide a complete statement of the efforts for such development.

2. Is development under the present zoning classification infeasible? If yes, please provide a complete statement describing why development is infeasible.

3. Does the applicant know of similarly situated properties, within ½ to 1 mile, that have been developed in a manner as proposed? If so, please list the location of the similar property with respect to the subject property.

4. Is the subject property a portion of a larger tract? □ Yes □ No If yes, please describe the original tract size, and what portion you are requesting to rezone.
5. Are there any houses, barns, mobile homes, commercial buildings, or structures presently located on the subject property? If so, please identify the number of structures and their type:

6. List the type of structures you propose to construct if the subject property is re-zoned. If proposing the development of a subdivision, please describe the style, minimum square footage, proposed number of homes, number of phases, and price range of the homes:

7. Please state any pertinent facts, circumstances, events, and or documents that should be considered to support a decision to rezone the property to the proposed zoning classification and use.

8. Will your proposed use add additional residents to the property? If so, how many new residents do you anticipate will eventually move onto the property? How many households during the first year? single family home

9. Has the applicant conducted any studies in connection with the proposed rezoning? If yes, please provide.

10. Please identify any public utility (including water, sewer, gas, electricity, and other public utilities) which would be required for the proposed development of the property and are not available at the time of this application, utilities connected to property already

11. Disclosure Requirements per O.C.G.A. Section 36-67A
Has the owner and/or the applicant (or any person or attorney representing such in the re-zoning process) made campaign contributions totaling more than $250 to any local government official who will consider this application? ☐ Yes ☐ No. If yes, please state the name of the official(s) and the position held by each official, and the dollar amount and description of each campaign contribution made to each official within two years preceding the filing of this application.
Sketch of Property

Please check: ☐ CONVENTIONAL ☐ MANUFACTURED HOME ☐ COMMERCIAL ☐ ACCESSORY BUILDING OR ADDITIONS ☐ OTHER:

⇒ Provide a sketch of proposed building location, driveway, septic tank location and all additional structures
⇒ Show the dimensions of the lot and setbacks from the house and other structures to property lines
⇒ Note any wells, trash pit locations, streams, or lakes on property
⇒ The four (4) corners of the house must be clearly staked before the initial site review can be done
⇒ Show the Northerly Direction with a North Arrow

Provide a complete listing of all existing structures that are now on the property:  

no structures on the properties

Describe the type of structure that you plan to build: 

Is this a Multiple Road Frontage Lot: 

STATE OF GEORGIA
COUNTY OF CARROLL

AFFIDAVIT FOR A REZONING APPLICATION

Jerry J Latimer Jr OF
Anchor Property Solutions LLC
duly authorized to administer oaths in the State of Georgia and, having been duly sworn, sets forth the following statements for the purpose of being granted approval for a rezoning application under the Ordinances of Carroll County:

The information contained within the application attached hereto and filed in the Department of Community Development consists of facts within my personal knowledge that I know are true and correct, and will be relied upon by officials of Carroll County in making a decision whether to issue this Application, License, Permit, or other Department approval.

On behalf of the Applicant, I declare that the Applicant, regardless if a partnership, corporation, or other organization or entity that is receiving a benefit under this Application, License, Permit, or other Department approval (whichever is applicable) is not delinquent in the payment of any taxes or fees due Carroll County.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of false swearing that the above is true and correct.

This ___ day of October, 2019.

AFFIANT (signature)

Sworn to and subscribed before me this ___ day of October, 2019.

Notary Public

My Commission Expires:

Address: 490 Sandhill Hulett Rd

Villa Rica GA 30180

If Affiant is authorized to sign on behalf of a partnership, corporation, or other organization or entity, please set forth the entity and address

Entity: Anchor Property Solutions LLC

Address: 490 Sandhill Hulett Rd Villa Rica GA 30180
**PARCEL INFORMATION SHEET & APPLICATION FOR ZONING COMPLIANCE CERTIFICATE**

To be completed by Community Development Staff with information from [www.carrolltax.com](http://www.carrolltax.com) or to be filled out by Map Room Personnel in Room #414.

**DEPARTMENT STAFF/MAP ROOM OFFICIAL:**
- LAND LOT: 227
- DISTRICT: 16
- CURRENT PROPERTY OWNER: Anchor Property Solutions, LLC
- APPLICANT (IF DIFFERENT FROM OWNER): 450 Mote Rd
- PROJECT ADDRESS: Carrollton Ca: 38117
- CITY: Carrollton
- TELEPHONE NUMBER:
- SUBDIVISION:
- ACREAGE: 12.65
- MAP: 088
- PARCEL: SPLIT
- LOT #:
- PARCEL SPLIT FROM: 088-0036

**To be completed by the County Planner**

**CURRENT ZONING CLASSIFICATION:**

<table>
<thead>
<tr>
<th>Required Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRONT</td>
</tr>
<tr>
<td>SIDE</td>
</tr>
<tr>
<td>REAR</td>
</tr>
</tbody>
</table>

**CERTIFICATE OF ZONING COMPLIANCE – CHECKLIST**
- Owner(s) & Agent (if applicable)
- Legal Description or Adequate Description of Property
- Complete Inventory of Existing Structures (noting uses & non-conforming structures)
- Complete Inventory of Proposed Structures
- Complete Inventory of Existing Uses and/or Activities
- Applicant's Certification

Signature of County Planner or Designee: [Signature] Date: 10-17-19

**To be completed by the Corridor Development Plan Administrator**

CDP COMPLIANCE  NO  Signature of CDP Administrator or Designee: Date:

**To be completed by the County Engineer**

Plat Approved  Plat Not Approved

Signature of Engineer or Designee: Date:

**APPROVED FOR NEW ADDRESS**  NO  Signature of County Planner or Designee: Date:
Appearance Statement

Appearance Before Commission Bodies Required

To process the application for Rezonings, the Developer, Owner, Applicant, Agent or a Representative thereof must be present to personally request said Rezoning before BOTH the Planning Commission AND the Board of Commissioners.

Failure to personally appear before either required Board may result in denial of request, or an extended waiting period before the next available meeting. Requests that are denied by the Board of Commissioners cannot be re-submitted for consideration for a term not less than one (1) year from the date of the denial by the Board of Commissioners.

The Planning Commission will hear your request on: Oct 22 at 6:30 PM

The Board of Commissioners will hear your request on: Nov 5 at 6:00 PM

IMPORTANT

A Rezoning Notice shall be placed on the subject property until after a decision is rendered in the case. Failure to maintain the sign will delay your application for 30 days. It is the sole responsibility of the owner/applicant to maintain its placement until after a decision has been rendered. Owner/applicant shall notify Community Development immediately if the sign is removed, defaced, incorrect etc.

Applicant Signature. ____________________________
Date. ____________________________

* All Planning Commission meetings are held in the Commission Chambers of the David Perry Administration Building located at 423 College Street, Carrollton, GA 30117.

* All Board of Commissioner meetings are held in the Historic Courthouse at 323 Newnan Street, Carrollton, GA 30117

* Unless otherwise stated.
Exhibit “A”

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 227 OF THE 10TH DISTRICT, CARROLL COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY R/W OF MOTE ROAD (40' R/W) AND THE EASTERNLY R/W OF BUELL JONES ROAD (40' R/W) AT A PK NAIL FOUND; THENCE NORTH EASTERLY ALONG THE R/W OF MOTE ROAD FOR A DISTANCE OF 469.97 FEET TO AN IRON PIN FOUND WHICH IS THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID R/W NORTH 89° 31' 13" WEST FOR A DISTANCE OF 81.32 FEET TO AN IRON PIN PLACED; THENCE NORTH 01° 00' 34" WEST FOR A DISTANCE OF 618.89 FEET TO AN IRON PIN PLACED; THENCE SOUTH 88° 56' 15" EAST FOR A DISTANCE OF 351.56 FEET TO AN IRON PIN FOUND; THENCE SOUTH 00° 38' 33" WEST TO THE NORTH R/W OF MOTE ROAD FOR A DISTANCE OF 603.24 FEET TO AN IRON PIN FOUND; THENCE ALONG THE R/W OF MOTE ROAD THE FOLLOWING COURSES AND DISTANCES; SOUTH 88° 28' 00" WEST FOR A DISTANCE OF 76.79 FEET TO A POINT THENCE; SOUTH 86° 49' 22" WEST FOR A DISTANCE OF 76.63 FEET TO A POINT; THENCE SOUTH 88° 00' 38" WEST FOR A DISTANCE OF 99.30 FEET TO A POINT, WHICH IS THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 4.82 ACRES
Return To: 
Aldridge & Pathe, LLP 
Fifteen Piedmont Center 
3575 Piedmont Road N.E. 
Suite 500 
Atlanta, GA 30305 
(404) 994-7400

NOTE TO CLERK: Cross reference to that Security Deed recorded at Deed Book 4207, Page 247, Carroll County, GA.

STATE OF LOUISIANA
PARISH OF OUACHITA

DEED UNDER POWER

THIS INDENTURE, made effective on 5/7/2019, by and between Bennie Horton and Betty Horton (hereinafter collectively "Borrowers"), acting by and through JPMorgan Chase Bank, National Association, as the duly appointed agent and Attorney-in-Fact (hereinafter "Lender") as Grantor, and Anchor Property Solutions, as Grantee:

WITNESSETH:

WHEREAS, Borrower did execute and deliver that certain Security Deed to Chase Bank USA, N.A., dated 12/19/2007, which is recorded in Deed Book 4207, Page 247, Carroll County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to JPMorgan Chase Bank, National Association by Assignment, recorded at Deed Book 5232, Page 879, Carroll County Georgia Records, which conveys the property hereinafter described to secure an indebtedness evidenced by a Note in the original principal amount of $112,000.00; and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Security Deed and became in default, and under the terms thereof the entire principal and interest was declared immediately due and payable; and

1031-2105A
5/7/2019
Conventional / Other
Amendment to The Zoning Regulations of Carroll County, Georgia, as amended (“Zoning Regulations”), to: (1) add outdoor shooting range as a conditional use in the Industrial zoning district in Subsection 8.9 of Section 102-8 of the Zoning Regulations, and provide for minimum requirements for the same; (2) modify the definition for “Club” and add the definition for “Hunting clubs” and “Shooting or Gun club” in Section 102.4 of the Zoning Regulations; (3) modify the definition for “Special events facility” in Section 102.4 of the Zoning Regulations; (4) add and change the requirements and minimum times for re-application after denials of certain applications or appeals of certain zoning decisions; and (5) for other purposes. It is the intent of the County to make all the changes necessary to the Zoning Regulations to ensure that the Zoning Regulations conform with these changes, and to that end, the County may identify additional articles, chapters, and sections that require amendment and amend such provisions of the Zoning Regulations to meet that objective.