AGENDA
RINCON CITY COUNCIL MEETING
MONDAY, NOVEMBER 23, 2026
COUNCIL CHAMBERS
107 WEST 17TH STREET
6:30 PM

Call to order:

Roll call:

Invocation and Pledge to the Flag:

Approval of the agenda:

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

Approval of the minutes:

Approval of the November 9, 2026 meeting minutes.

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

Public Comments - *Comments shall pertain to the agenda items only. Should you wish to appear before Council forms can be found at Rincon City Hall.*

Public Hearing:

Turn meeting over to Public Hearing Officer.

Open public hearing:

Public Hearing on a Conditional Use Variance request submitted by Shahzad Mahmood with Kimley-Horn & Associates to construct and maintain a 180' monopole-style wireless telecommunications facility. The property, which is zoned B-2, is located at 0 Lisa Street (Parcel #: R2570024) and is owned by the City of Rincon. ***The proposed cell tower will not meet the setback requirements. It will be approximately 61'4" from the Lisa Street side of the property and approximately 49'1" from the adjacent multi-family property. The applicant has included a letter from a structural engineer that confirms that, in the event of a failure, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft, which will***

result in a 0' fall radius. This letter, along with a letter from AT&T requesting the 180' height, is included. The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the fall radius for both the tower and the mounted antenna and the possibility of moving the leased area slightly to the north. One member of the public asked questions regarding ice coming off the top of the tower/antennas and onto the adjacent residential property and encroachments into the FAA Charlie zone.

Close public hearing:

Turn meeting back over to Mayor Exley.

Consent Agenda: *- This section shall include non-controversial items for approval with a single motion. Pay request are for contracts approved at a prior meeting.*

1. **Cartee Construction request approval of Pay Request #6 in the amount of $105,053.60 for the 7th Street Utility Phase III Project.**

2. **Vertical Earth, LLC request approval of Pay Request #5 in the amount of $175.296.60 for the Chimney Road Watermain Ext Project.**

3. **Sikes Brothers, Inc. request approval of Pay Request #4 in the amount of $193,881.26 for the Rincon TSPLOST Road Paving Project.**

Motion to approve the consent agenda: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

New Business:

1. **Second Reading on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 139 Ackerman Road. (Parcel #: R2710005). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited to Business and Professional Offices and Machine Tool and Industrial Equipment Repair and that a minimum 25' buffer be required adjacent to residentially zoned parcels.** ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

2. **Second Reading on an application submitted by Alexander 3 Investments**

LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 0 Ackerman Road. (Parcel #: R2710005B00). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited to Business and Professional Offices and Machine Tool and Industrial Equipment Repair and that a minimum 25' buffer be required adjacent to residentially zoned parcels. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

3. **Vote on an application submitted by Lawrence Alexander Homes, LLC requesting Conceptual Major Subdivision approval to divide a 1.84-acre property on Savannah Avenue (Parcel R2070007) into six residential lots. The property is zoned R-2 and is owned by Deette Seckinger Bazemore.** ***At their November 17, 2026 meeting, the Planning and Zoning Board voted 4-0 to recommend approval of the proposed conceptual plan.***

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

4. **Consideration of a Memorandum of Option and Land Lease, a Memorandum of Land Lease, and an Option and Land Lease with SBA Towers X, LLC for property located at N Hwy 21. (Parcel #R2570024)**

Motion: TB TM MU BB MT BR
Second: TB TM MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

5. **Vote on a Conditional Use Variance request submitted by Shahzad Mahmood with Kimley-Horn & Associates to construct and maintain a 180' monopole-style wireless telecommunications facility. The property, which is zoned B-2, is located at 0 Lisa Street (Parcel #: R2570024) and is owned by the City of Rincon.** ***The proposed cell tower will not meet the setback requirements. It will be approximately 61'4" from the Lisa Street side of the property and approximately 49'1" from the adjacent multi-family property. The applicant has included a letter from a structural engineer that confirms that, in the event of a failure, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft, which will result in a 0' fall radius. This letter, along with a letter from AT&T requesting the 180' height, is included. The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the fall radius for both the tower***

and the mounted antenna and the possibility of moving the leased area slightly to the north. One member of the public asked questions regarding ice coming off the top of the tower/antennas and onto the adjacent residential property and encroachments into the FAA Charlie zone.

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

6. **Second Reading of an ordinance to approve the third set of 2026 Unified Development Ordinance (UDO) amendments. These amendments include changes to Chapters 2, 3, 4, 6, and 7 as well as a general renumbering of the UDO.** ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. Members present discussed the proposed amendments and recommended revisions regarding front yard setback reductions on corner lots and eligibility to serve on City boards.***

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

7. **Request approval of the reappointments of Justin Doss and Jimmy Bowen to the Planning and Zoning Board. These appointments will be effective January 1, 2027 - December 31, 2029.**

Motion: TB TM MU BB MT BR
Second: TB TM MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

8. **Consideration of Budget Amendment BA 2026-08 (for the Fire Department to purchase 2 Vehicles with Light Packages and other equipment needed).**

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

9. **Request approval to purchase truck mounted equipment and training Self-contained Breathing apparatus cylinders from Ten-8 in the amount of $35,365.82.**

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

10. **Request approval to purchase (2) two 2026 Ford Explorers from Hardy Ford and light packages from Dana Safety in the amount of $107,882.00.**

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

11. **Administrative Reports:**

(a) Public Works
(b) Police Dept.
(c) Fire Department
(d) Finance
(e) Planning & Development Dept.
(f) Mayor and Council

12. **Executive session to discuss personnel, pending litigation, attorney client privilege, and real estate.**

Motion: TB TM MU BB MT BR
Second: TB TM MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

Motion to return to the meeting: TB TM MU BB MT BR
Second: TB TM MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

13. **Take any action that is needed on the items from executive session.**

Motion: TB TM MU BB MT BR
Second: TB TM MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

Adjourn:

Motion: TM TB MU BB MT BR
Second: TM TB MU BB MT BR
Vote by Council: Yay_____ Nay_____ Abstained_____

Meeting Date 11/23/2026	**AGENDA COVER PAGE**	Agenda Item Number

AGENDA ITEM:
Approval of the November 9, 2026 meeting minutes.

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:
1. MIN11092026.doc

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$NA
Deduction of this purchase amount	$NA
Remaining budget balance in this line item	$NA

UNOFFICIAL MINUTES
RINCON CITY COUNCIL MEETING
MONDAY, NOVEMBER 9, 2026
COUNCIL CHAMBERS
107 WEST 17TH STREET
6:30 PM

Councilmember Present:
Ben Blackwell
Brandy Riley – Left at 8:38 PM
Mona Underwood
Tim Milner
Michelle Taylor

Councilmember Absent:
Trisha Boyett

Present:
Kevin Exley, Mayor
Jody Jones, Interim City Manager
David Bobo Mullens, City Attorney
Jonathon Murrell, Police Chief
Teri Lewis, Planning and Zoning Director

The meeting was called to order at 6:29 PM. The Invocation was given by Pastor Rick Johnson with St. John's Lutheran Church and Pledge to the Flag was recited.

Approval of the agenda:

Motion to approve: Mona Underwood
Second: Brandy Riley
Vote by Council: Unanimous

Approval of the October 16, 2026 Special Called Meeting minutes.

Motion to approve: Mona Underwood
Second: Michelle Taylor
Vote by Council: Unanimous

Approval of the October 23, 2026 Special Called Meeting minutes.

Motion to approve: Mona Underwood
Second: Ben Blackwell
Vote by Council: Unanimous

Approval of the October 26, 2026 Special Called Meeting minutes.

Motion to approve: Mona Underwood
Second: Michelle Taylor
Vote by Council: Unanimous

Approval of the October 26, 2026 meeting minutes.

With correction of grammatical errors.

Motion to approve: Ben Blackwell
Second: Mona Underwood
Vote by Council: Unanimous

Public Hearing:

Turn meeting over to public hearing officer, Attorney Mullens.

Open public hearing: 6:36 PM

1. Public Hearing on an application submitted by Lawrence Alexander Homes, LLC, requesting variance approval to allow the construction of a duplex on a substandard lot, with a 2-foot reduction in the required front setback from 35 feet to 33 feet and a 2-foot reduction in the required rear setback from 25 feet to feet. The subject property, owned by Lawrence Alexander Homes, LLC, is located at 200 Magnolia Drive. The property consists of approximately 0.209 acres and is zoned R-2 (Residential). (Parcel #: R2090016A). ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the possibility of moving the structure to be within the required setbacks. The members stated that they were in favor of the variance for the setback reductions but were not in favor of allowing a duplex on a substandard lot. One member of the public submitted written concerns (which are attached as part of the record).***

Applicant, Alex Long explained that several months ago he applied for and received a permit from the City to construct a duplex at 200 Magnolia Drive. As part of the project, he requested minor setback reductions through a staff-level variance process. Rear and front setbacks reduced from 35 feet to 33 feet and 25 feet to 23 feet. Because the requested reductions were less than 10%, staff approved the variances under the City's ordinance, and construction began. After work progressed to the slab stage, the City notified him to stop construction and resubmit the matter for additional variance approval. He stated that there appeared to be confusion regarding whether the property was considered a non-conforming or substandard lot following rezoning.

Mr. Long said the property is zoned R-2, and based on the permit approval, he proceeded under the understanding that a duplex was permitted on the lot. He noted that significant costs had already been incurred in reliance on the City's approval. He requested that the

City uphold the previously approved variances and allow construction of the duplex to continue as originally permitted.

Teri Lewis confirmed that Alex Long's description of events was accurate. She explained that Mr. Long applied for a permit to build a duplex and was informed that he needed variances to the front and rear setbacks. Because the setback reductions were less than 10%, she processed the request through the City's new administrative variance procedure under the UDO and approved the variances after determining the criteria were met. Following that approval, the building inspector issued the building permit, and construction began.

Mrs. Lewis stated that after construction started, she received inquiries from a neighboring property owner questioning whether the lot was a substandard lot. After consulting with the City Attorney, she was advised to direct Mr. Long to stop work and pursue the standard variance process instead.

She explained that while the property's R-2 zoning permits duplexes by right, the UDO's provisions for substandard lots require additional variance approval for uses beyond a single-family home. She acknowledged that she overlooked this requirement during the initial review. Mrs. Lewis added that she and City staff have discussed improving the review process to better identify substandard lots in future applications.

Councilmember Mona Underwood acknowledged that mistakes can happen and sought to confirm that Mr. Long had followed the City's process in good faith. She noted that he had obtained the necessary approvals, cleared the lot, poured the slab, and undergone inspections before construction was halted. Teri Lewis confirmed that he had received an administrative variance and a building permit based on that approval, emphasizing that he had not done anything wrong.

Mrs. Lewis also explained that while construction had already progressed, the variance request must be evaluated based on the legal variance criteria rather than on the fact that a permit was previously issued. Underwood further clarified that the setback issue involved only a small reduction of two feet in the front and two feet in the rear. Lewis responded that, in addition to the setback variances, approval was also needed for constructing a duplex on a substandard lot. She noted that even if the setback dimensions had fully complied with the ordinance, the property likely still would have been considered substandard because of its size, which resulted from a subdivision that occurred around 2020.

Jason Carangelo, a resident of 211 Magnolia Drive and a professional architect, urged the City Council to deny the variance request for the proposed duplex at 200 Magnolia Drive. He argued that, under the City's Unified Development Ordinance, the Council lacks the legal authority to approve the request because the property is an acknowledged substandard lot. Mr. Carangelo said Section 90-22 of the ordinance allows relief for a substandard lot only when the owner intends to construct a single-family residence or a use of lesser impact. He

contended that a duplex is a higher-impact use because it increases residential density, traffic, and demands on infrastructure.

Clark Montoya, speaking on behalf of himself and his wife Laura Montoya, who own the adjacent property at 201 East Myrtle Street, expressed opposition to the proposed duplex at 200 Magnolia Drive. He stated that, in his view, the duplex is not permitted under the City's ordinance and argued that any prior administrative error does not change the legal requirements. Mr. Montoya asked the Council either to deny the request outright or return it to the Planning and Zoning Board for further review.

Daniel Steckert, a resident of 209 East Myrtle Street, spoke in opposition to the proposed duplex at 200 Magnolia Drive. He explained that he has lived in the neighborhood for about five years and was initially surprised when an existing lot was subdivided because the surrounding properties are generally much larger, with many being a half-acre or more. He said he questioned what type of development would ultimately fit within the character of the neighborhood.

Mr. Steckert recalled that about a year earlier, a woman visited his home and told him she intended to build a single-family residence on the lot and operate an investment advisory business from the home. He said he viewed that proposal favorably and believed it would be compatible with the neighborhood. However, he heard nothing further until he later observed that a foundation for a duplex had been poured on the site.

He expressed frustration that construction had already advanced and questioned why the matter was still being discussed publicly when significant decisions appeared to have already been made.

Alex Long responded to the opposition comments by emphasizing that he followed every step of the City's established approval process before beginning construction. He stated that the property was zoned R-2 and that he submitted his application, site plans, and variance requests through the normal channels. After several weeks of review, he received the necessary approvals, paid the required permit fees, obtained a building permit, and proceeded with construction only after receiving authorization from the City.

Mr. Long rejected the suggestion that construction had been undertaken improperly or prematurely, noting that the slab was poured only after the City granted the variances, issued the permit, and conducted inspections. He explained that he had incurred substantial expenses in reliance on those approvals, including construction costs and relocating electrical service for a neighboring property. As a result, he argued that denying the project at this stage would be unfair because he acted based on the City's representations and permissions rather than any action of his own making.

He also sought to address concerns about the quality and appearance of the development, stating that the duplex would be a well-constructed brick-and-mortar project and not a substandard development. Additionally, Mr. Long revealed that he had purchased the neighboring house, and intended to renovate it and improve the shared driveway area.

Close public hearing #1: 6:53 PM

Open public hearing #2: 6:53 PM

2. Public Hearing on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 139 Ackerman Road. (Parcel #: R2710005). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited as stated in the ordinance and that a minimum 25' buffer be required adjacent to residentially zoned parcels. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Alex Long explained that the properties involved were originally owned by Jake Arndorff, who operated a nursery on Ackerman Road. Mr. Long stated that he purchased nearby commercial property from Arnsdorff approximately nine or ten years ago and has operated his business there since that time. He later became interested in acquiring a neighboring residential property because access to that home required passing very close to his business property.

According to Mr. Long, the home was owned by Jack Enrique and his family, whom he described as good neighbors. When Mr. Enrique informed him that he was relocating to Atlanta for work and intended to sell the property, Mr. Long decided to purchase it. He explained that owning the property would allow him greater control over the area adjacent to his business and prevent uncertainty about future neighboring uses.

Mr. Long said his goal is to combine the residential property with his existing commercially zoned land and use it as part of his business operations. To do so, he was advised by the City that the property would need to be rezoned to B-2 commercial, consistent with the surrounding properties that he already owns and that are already zoned B-2. He indicated that he was agreeable to the staff-recommended 25-foot buffer requirement.

He further explained that the existing house could be used for office space, helping relieve overcrowding among his staff and eliminating the need to construct an additional office building on a nearby vacant lot that he owns. Mr. Long argued that utilizing the existing structure would be a more practical solution than building another commercial building and stated that he was available to answer any questions from the Council.

Councilmember Michelle Taylor stated that she had visited the site and was impressed with the improvements he had made, noting that the area had previously been heavily overgrown and difficult to access.

Alex Long explained that he is responsible for maintaining the private access road serving the properties behind Ackerman Road, even though the road is an easement used by both residents and businesses in the area. He noted that he owns multiple commercially zoned properties along the road, some of which have been zoned commercial for approximately 20 years.

Mr. Long stated that when he acquired his property, the roadway and surrounding area were in poor condition and had not been adequately maintained. Since then, he has undertaken the upkeep of the road at his own expense, including paving portions with asphalt millings, grading the surface, maintaining drainage, and trimming vegetation to keep the right-of-way clear and accessible.

He emphasized that these maintenance efforts benefit all properties served by the easement, not just his own business, and said that neither neighboring property owners nor others contribute to the costs.

Jack Enriquez, spoke in support of Alex Long's request. He stated that the situation has been beneficial for him personally because it has simplified matters as he prepares to relocate. Mr. Enriquez said he did not understand the objections being raised and expressed his full support for it, as the homeowner, he is completely in favor of the request.

Dustin Westphal, a resident of 157 Ackerman Road whose property is located two lots away from the properties under consideration, urged the City Council to deny the requests to rezone two residential properties owned by the Enriquez family from R-2 residential to B-2 general commercial. He explained that he and his family purchased their home in April 2025 because of the area's quiet, private residential character and its proximity to Rincon Elementary School, where both his wife works and his son attends.

Mr. Westphal described what he views as a gradual encroachment of commercial activity into the neighborhood. He stated that after moving in, his family regularly observed dumpsters, trucks, equipment, and other business-related materials associated with a nearby commercial operation. He contended that clearing of nearby lots increased the visibility of these activities, reducing the privacy and residential atmosphere that had attracted his family to the area. He also cited the placement of a large storage tank and additional dumpsters near neighboring property lines, arguing that these activities occurred without adequate screening and negatively affected surrounding homes.

He further referenced communications from the Enriquez family that, in his view, reflected frustration with the nearby commercial activity and suggested that its impacts contributed to discussions about selling their property. Mr. Westphal argued that the Council's decision was not simply about two lots but about whether commercial zoning should continue to expand into a residential area. He maintained that the existing commercial operation has

already diminished nearby residents' enjoyment of their properties and expressed concern that further expansion could pressure other homeowners to leave the neighborhood. Mr. Westphal concluded by asking the Council to preserve the residential zoning of the properties, protect the character of Ackerman Road, and maintain the privacy, quality of life, and sense of community that current residents value.

Jami Gilchrist, a resident of 160 Ackerman Road, urged the City Council to deny the request to rezone the properties from R-2 residential to B-2 commercial. She questioned what public benefit the rezoning would provide, noting that the applicant already owns other property that could potentially be used for office space and arguing that there is no need to convert additional residential property for commercial purposes.

Mrs. Gilchrist also raised concerns about transparency, stating that the City's 2024 Comprehensive Plan appears to have identified the area for future commercial use without what residents believed was adequate notice to neighboring property owners. She emphasized that zoning decisions have long-term consequences for homeowners and neighborhoods and should be made openly and carefully.

She further questioned how the rezoning aligns with the City's stated long-term goals of creating a safer, more walkable community with improved pedestrian infrastructure. Mrs. Gilchrist argued that expanding commercial and industrial-related activity into the area could increase traffic, noise, lighting, and privacy concerns and may conflict with those goals. She stressed that zoning classifications remain with the property regardless of the current owner's intentions, meaning future uses could be more intensive than the proposed office use.

Mrs. Gilchrist concluded by stating that she and her neighbors are not opposed to growth but believe growth should occur in appropriate locations. She asked the Council to protect the existing residential character of Ackerman Road, consider the long-term impacts on surrounding homeowners, and deny the rezoning request.

Corey Hamilton, an architect and owner of two lots along the Ackerman Road easement, spoke in opposition to the proposed commercial rezoning. While stating that he supports reasonable development, he argued that growth should not come at the expense of environmental protections, public safety, property rights, or the residential character of the area.

Mr. Hamilton described Ackerman Road as a primarily residential dead-end road with both paved and unpaved sections and expressed concerns that expanding commercial zoning could lead to increased traffic, stormwater runoff, erosion, drainage issues, and other long-term environmental impacts on neighboring properties. He also emphasized that residential zoning represents a commitment to homeowners and families who have invested in the community with the expectation of a stable and peaceful neighborhood.

Corey Hamilton concluded his remarks by urging the City Council to deny the commercial rezoning request. He argued that approval would threaten both the environmental integrity of the area and the residential character of Ackerman Road.

David Gilchrist, a resident of 160 Ackerman Road, spoke against any additional commercial rezoning along Ackerman Road. While noting that he is a business owner and supports economic growth, he argued that Ackerman Road is not an appropriate location for further commercial expansion because of safety and infrastructure concerns.

Mr. Gilchrist stated that commercial traffic already presents problems on the roadway and described the area as unsafe for increased truck activity. He said he has spoken with the police department multiple times about speeding and traffic issues and expressed concern about tractor-trailers and commercial vehicles traveling on a dead-end road that lacks adequate space for turning around.

He also raised concerns about emergency services and fire protection infrastructure. Mr. Gilchrist stated that there are no fire hydrants near the properties in question and recalled a previous house fire in the area where residents had to direct firefighters to a water source. He questioned how additional development could be safely accommodated without improvements to emergency access and fire protection.

Allison Ackerman, a resident of 377 Ackerman Road, spoke in opposition to the rezoning request and expressed concern about the future direction of commercial activity in the area. She acknowledged that some nearby properties are already commercially zoned but stated that she has heard discussions suggesting an expansion of business operations related to the waste or dumpster industry, which raises concerns for her about how the property could be used in the future.

Ms. Ackerman explained that her family has lived in the area for many years and that it has been difficult to watch the character of the neighborhood change over time. She emphasized the value of the area's residential character, privacy, and charm, echoing concerns raised by other residents during the hearing. She specifically referenced the Westphal family, noting that they purchased a home in what they believed was a residential setting and now face views of dumpsters and other commercial activities nearby. Ms. Ackerman questioned whether the Council should consider denying the rezoning request altogether rather than attempting to lessen its impacts. She concluded by formally placing her opposition on the record and asking the Council to protect the residential nature of the area.

Tina Griffith, a resident of 423 Ackerman Road, spoke in opposition to the proposed rezoning and emphasized her family's long history in the area. She explained that her family has owned property on Ackerman Road since 1893, noting that her great-grandmother originally purchased the land and that she has documentation supporting that history. Griffith said she currently lives there with her child and grandchildren and wants to preserve the area's residential character. Ms. Griffith stated that she does not

want additional commercial expansion in the area and formally voiced her opposition to the rezoning request.

Roy Griffin, a resident of 312 Rosemont Drive, urged the City Council to deny the rezoning request. He argued that approving the application would set an undesirable precedent by converting residential property to commercial use. Mr. Griffin emphasized that the proposal raises significant safety concerns, many of which had already been discussed by other speakers during the hearing. He encouraged the Council to carefully weigh those impacts before making a decision and concluded by asking that the rezoning request be denied.

Susan Westphal, a resident of 157 Ackerman Road, strongly opposed the proposed rezoning and argued that the issue extends beyond the two properties currently before the Council. She explained that her family purchased their home about a year earlier believing they were moving into an established residential neighborhood near Rincon Elementary School and other community amenities, not an area that could become surrounded by commercial development.

Mrs. Westphal contended that the rezoning request is part of a broader effort to acquire and convert residential properties in the neighborhood for commercial use. She alleged that Alex Long has approached multiple nearby homeowners about purchasing their properties and argued that the current request represents part of a larger pattern of expanding commercial operations into a residential area.

She further stated that local residents have organized opposition to the proposal through an online petition, which she said had gathered more than 100 signatures from residents and stakeholders concerned about preserving the neighborhood. Mrs. Westphal argued that the rezoning would primarily benefit a private business rather than the community as a whole and warned that approving it could encourage further commercial expansion into surrounding residential areas.

Mrs. Westphal also referenced Alex Long's public reputation, including his receipt of a community award and his past political platform advocating for protecting neighborhoods and limiting rezoning. She argued that the proposed rezoning conflicts with those publicly stated values because it would, in her view, undermine an established residential community. She concluded by asking the Council to listen to the concerns of residents, preserve existing residential zoning boundaries, and deny the rezoning request.

Councilmember Taylor asked Mrs. Westphal when she had purchased her home. Mrs. Westphal responded that she had bought the property a little over a year earlier.

Councilmember Underwood recognized that the area's land-use conflict stems in part from the fact that commercial activity existed before some of the surrounding residential development, and staff confirmed that Mr. Long’s existing commercial property has been zoned commercial since 2008.

Councilmember Underwood and Mrs. Lewis clarified that the property is not being used for garbage collection and that the proposed rezoning would not authorize a garbage collection operation. The discussion sought to distinguish between the presence of containers and an actual waste collection or disposal business.

Close public hearing #2: 7:27 PM

Open public hearing #3: 7:27 PM

3. Public Hearing on an application submitted by Alexander 3 Investments LLC. requesting a zoning map amendment to rezone approximately 1.03 acres from R- 2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 0 Ackerman Road. (Parcel #: R2710005B00). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited and that a minimum 25' buffer be required adjacent to residentially zoned parcels. Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited as stated in the ordinance and that a minimum 25' buffer be required adjacent to residentially zoned parcels. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Jack Enriquez responded to testimony suggesting that he and his family were selling their property because of frustrations with nearby commercial activity. He stated that while his wife may have discussed the ongoing development with neighbors, those conversations should not be interpreted as evidence that the family was struggling with conditions in the area or seeking to leave because of Alex Long's business operations.

Mr. Enriquez emphasized that he had not had any negative interactions with Alex Long and that the nearby development had not created issues significant enough to influence his decision to move. In response to a question from Councilmember Mona Underwood, he confirmed that his relocation is solely work-related and that he is moving to northwest Georgia because his employer has transferred him there.

Councilmember Taylor commented that she had personally visited the area and observed where the Enriquez family's home is located in relation to Alex Long's business operations. She noted that if anyone were likely to be negatively affected by the nearby commercial activity, it would be the Enriquez family because they regularly see the work trucks and business operations from their property.

Jack Enriquez responded that he was aware of the nearby commercial activity when he originally purchased the home and that it had never been a concern for him. Councilmember Taylor then remarked that the area seemed very quiet when she visited

and asked about the level of traffic and activity. Mr. Enriquez agreed, explaining that the area's quiet nature was one of the reasons he bought the property in the first place and that the commercial activity had never bothered him.

Alex Long emphasized that his business has operated on property that has been zoned B-2 commercial since 2008 and that he did not create the existing commercial use in a residential area. He argued that many of the residents now opposing the request purchased their homes relatively recently, while he has been operating his business there for years. According to Mr. Long, when he purchased and developed his property, he specifically chose land that was already commercially zoned rather than seeking to rezone residential properties.

Mr. Long disputed claims that he was systematically trying to buy out the neighborhood, stating that he did not seek out the Enriquez property but was approached after expressing interest in purchasing it if it ever became available. He acknowledged telling other neighbors that he would be interested in buying their properties should they decide to sell but maintained that property owners are free to make their own decisions and that he has not pressured anyone to leave.

Addressing concerns about dumpsters and commercial activity, Long said that many of the photographs presented by opponents were taken while his new commercial building was under construction. He argued that temporary construction-related conditions should not be confused with ongoing operations. He noted that the property is now fenced, additional screening is being installed, and he has spent approximately $40,000 on landscaping and buffers beyond what City regulations require in an effort to minimize impacts on surrounding properties.

Mr. Long also explained that the rezoning would allow him to incorporate the Enriquez property into his existing commercial operation, improving security and eliminating the situation where a residential home sits directly adjacent to and can access his commercial yard. He said his business does not operate on weekends, creates little noise, and is generally considered quiet by those who have visited the site.

Responding to traffic and safety concerns, Long argued that most traffic on Ackerman Road is not related to his business but rather to activity associated with the City's wastewater treatment facility project. He further emphasized that dumpsters stored on-site are empty and are not used for garbage collection, transfer, or waste storage operations.

Mr. Long challenged the significance of a petition opposing the rezoning, arguing that petitions can be influenced by misinformation and that signatures alone should not determine the outcome of the request.

Councilmember Underwood emphasized that commercial activity has existed on Ackerman Road for many years and reminded attendees that the rezoning request should be evaluated on its own merits rather than on concerns about Mr. Long's existing business operations that were not part of the application before the Council.

Alex Long argued that the level of business activity on his property has not materially changed and that the same trucks and equipment have been operating there for years. He stated that he did not begin receiving complaints until after he constructed a new building on property that had already been zoned B-2 commercial for approximately 18 years.

Addressing traffic concerns, Mr. Long maintained that his business has not increased traffic on Ackerman Road and that much of the activity residents attribute to his operation is actually related to other projects in the area, including the City's wastewater treatment facility improvements. He noted that his company primarily uses smaller, non-CDL trucks and receives few large commercial vehicle deliveries.

Mr. Long expressed frustration that, after operating his business in the area for nearly a decade without complaints, opposition emerged only after he constructed the new commercial building. He argued that many of the nearby homeowners moved into the area after his business was already established and after the surrounding commercial property had long been zoned for business use. In his view, residents purchasing homes adjacent to commercially zoned property should reasonably expect commercial development to occur on those sites.

Councilmember Underwood acknowledged that she understood the concerns being raised by neighboring residents and asked Alex Long whether he would be willing to accept strict conditions limiting the rezoned property to office-related uses and office-type parking.

Mr. Long responded that he would need the flexibility to install fencing and store some business-related vehicles or equipment on the property, but he characterized those uses as having minimal impact. Councilmember Underwood reiterated that she could understand why nearby residents were concerned about the potential for expanded commercial activity.

In response, Mr. Long argued that he already owns nearly six acres of commercially zoned property in the area. He pointed out that there is already B-2 property between his operation and neighboring homes where, if he chose, he could legally construct additional buildings much closer to residential properties than what is currently being proposed. Mr. Long emphasized that he has no intention of doing that and said his goal is not to intensify development but rather to incorporate the Enriquez property into his existing business holdings.

Mr. Long explained that because the Enriquez property is surrounded by or accessed through his commercial properties, he is concerned about having a residential use directly adjacent to his business operations. He stated that purchasing and rezoning the property would allow him to combine it with his existing business, fence it for security purposes, and reduce liability concerns associated with having non-business residents potentially accessing or passing through his commercial property.

Jami Gilchrist, a longtime Ackerman Road resident, emphasized that the Council's decision should focus only on the two residential properties currently being considered for

rezoning, not on Alex Long's existing commercial properties. She stated that residents' concerns are not about what is already legally operating in the area, but about what could occur in the future if the residential lots are rezoned to commercial.

Mr. Gilchrist argued that once a property is rezoned, future uses may extend beyond the current owner's stated intentions. She expressed concern about what could happen if the property is later sold or transferred to a different owner, noting that future commercial activities might be more intensive than those currently proposed.

She also referenced a past house fire that she said highlighted shortcomings in the area's fire protection infrastructure, including limited access to water sources and the absence of nearby fire hydrants. She concluded by reiterating that, while there may be many broader issues affecting the area, the matter before the Council is whether the two residential properties should be rezoned. Her position was that they should remain residential and that the rezoning request should be denied.

Mr. Westphal responded to statements suggesting that nearby homeowners should have expected commercial activity because surrounding property was already zoned B-2. He clarified that he and his neighbors do not object to the existing commercial zoning itself, but rather to the way the property has been operated and how it has affected their daily lives.

Mrs. Westphal read comments on behalf of Josh and Julie Duran of Ackerman Road, who were unable to attend the meeting. She explained that while the rezoning request technically concerns only two properties, residents view it as part of a broader pattern of commercial expansion into the neighborhood.

According to the statement, the Durans purchased their home because of the area's quiet, residential setting and intended it to be a place to raise their children. Mrs. Westphal also stated that the family has concerns about property boundary disputes involving fences and structures that predated nearby commercial acquisitions. She argued that the cumulative effect of ongoing commercial expansion has left some homeowners questioning whether they can continue living in the neighborhood and worrying about the impact on property values.

She concluded by asking the Council to consider at what point commercial growth imposes too great a burden on the families who live nearby.

Mr. Gilchrist argued that the issue is not the existing businesses but the permanent conversion of more residential property to commercial use, which he believes could negatively affect homeowners and create future commercial uses beyond what is currently being proposed.

Ms. Ackerman responded to comments suggesting that residential homes had been built around pre-existing commercial properties. She argued that the area has long been a residential community, noting that many of the surrounding homes were constructed

decades ago, with some dating back to the 1960s, 1970s, and 1990s. She referenced several longtime families and properties in the area to illustrate that residential development has been established there for many years.

Ms. Ackerman acknowledged that residents historically did not object to Jake Arndorff's nursery operation, but she emphasized that the current concern is not the existing commercial use. Instead, residents are worried about the continued expansion of commercial zoning into residential areas. She stated that uncertainty remains about how the property could be used in the future if rezoned, regardless of the applicant's current intentions. She suggested that if the Council were inclined to approve the request, it should consider imposing restrictions that would limit future uses and provide assurances that the property would not be developed for broader commercial purposes. She stressed that the surrounding area has been predominantly residential for a long time and that residents want to preserve that character.

Tina Griffith explained she was surprised by the extent of commercial development that had occurred nearby and stated that she had not received notices in her mailbox or seen signage near her property.

Ms. Griffith described the contrast between the rural character of her property and the nearby commercial building, which she said appears large and highly visible from her driveway, with multiple exterior lights.

Alex Long responded to concerns that he was attempting to acquire multiple homes in the area and push residents out. He rejected that characterization, calling it insulting, and stated that while he has told nearby property owners he would be interested in purchasing their properties if they ever decide to sell, he has not pressured anyone to leave.

Mr. Long reiterated that the purpose of the rezoning request is not to intensify commercial activity or introduce new types of business operations into the area. He stated that if the Council wished to impose restrictions on the property, he would be willing to accept them. He would be comfortable limiting the property's use to the types of business activities already occurring on his existing commercial properties and has no intention of pursuing more intensive uses allowed under B-2 zoning.

He also addressed questions about why rezoning is necessary if he simply wants to acquire the property. Mr. Long explained that properties with different zoning classifications cannot be combined into a single parcel. If he purchases the Enriquez property, he wants to consolidate it with his existing commercial holdings and fence the area for security and operational purposes, which requires the zoning to match.

Councilmember Milner focused on concerns about truck traffic and dumpster storage that had been raised by residents throughout the hearing. He noted that some of the traffic issues may have been related to the City's wastewater treatment plant upgrades and expressed hope that truck traffic in the area had decreased.

Councilmember Milner also referenced photographs that had been submitted showing numerous dumpsters on the property and asked whether many dumpsters remained on site today. Alex Long responded that the conditions shown in those photographs existed while the new building was under construction He explained that he had previously informed nearby residents that the construction phase was temporary and that once the building and fencing were completed, the dumpsters would be located behind screening. Mr. Long further stated that he had followed through on that commitment and confirmed that the fencing is now installed.

Councilmember Tim Milner raised questions about screening requirements for commercial properties, noting that the City has ordinances requiring certain businesses, such as vehicle repair shops, to use fencing or other measures to shield operations from public view. He asked whether similar requirements applied to Alex Long's business and the storage activities that had concerned neighboring residents.

Planning Director Teri Lewis explained that the City's regulations include standards for outdoor storage and that the property already has a screened fence in place. However, she acknowledged that the existing privacy slats do not completely block visibility from every angle. Mrs. Lewis stated that Mr. Long had recognized the issue and ordered additional windscreen material to improve the effectiveness of the screening and further limit visibility into the site.

Councilmember Milner also raised concerns about testimony regarding the lack of fire hydrants in the area and asked whether the absence of nearby fire protection infrastructure could affect a B-2 commercial rezoning request. Mrs. Lewis responded that staff had identified that issue as something requiring additional review and intended to gather more information before the matter returned for second reading. Councilmember Milner indicated that the fire protection question was a legitimate concern that should be addressed.

Councilmember Underwood proposed exploring a compromise, including restrictive zoning conditions. She encouraged discussions between the applicant and neighboring residents before the matter returns for final consideration, expressing hope that some common ground could be found. She suggested that if an agreement could not be reached, the Council would then have to make its decision based on the evidence and arguments presented.

Mayor Exley explained that many recent traffic and dust issues were related to wastewater treatment plant construction and stated that the City plans to build access from Old Augusta Road, which would reduce traffic through the Ackerman Road area in the future.

Close public hearing #3: 7:55 PM

Open public hearing #4: 7:55 PM

4. Public Hearing on the third set of 2026 Unified Development Ordinance (UDO) amendments. These amendments include changes to Chapters 2, 3, 4, 6, and 7 as well as a general renumbering of the UDO. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. Members present discussed the proposed amendments and recommended revisions regarding front yard setback reductions on corner lots and eligibility to serve on City boards.***

Planning Director Teri Lewis presented the third and final set of proposed 2026 Unified Development Ordinance (UDO) amendments, noting that two amendment packages and a major building and development standards update had already been adopted earlier in the year. She explained that second reading of the amendments would occur on November 23.

The proposed amendments are primarily administrative and procedural in nature, focusing on improving code organization, modernizing terminology, increasing flexibility in certain zoning situations, strengthening application requirements, expanding citizen participation on boards, and creating a new Design Review Board to oversee architectural standards.

Close public hearing #4: 8:04 PM

Old Business:

1. Second Reading on a petition filed by Dylan Wingate with Patriot Development Group to annex one parcel into the City of Rincon, Georgia and to rezone this same parcel. The subject parcel, located at 0 Lexington Ave Ext. (Parcel #: 04470013B00), consists of approximately 114.13 acres. The parcel is owned by Bruce and Cindy Rahn. It is currently zoned AR-1 (Agricultural Residential), and the request is to rezone it to PUD (Planned Unit Development). Tabled at the 10/26/2026 meeting. ***At their meeting on May 19, 2026, Planning and Zoning Board voted 4 to 0 to recommend denial of the annexation/rezoning. Public concerns were expressed related to traffic congestion, speeding, bridge conditions, roadway safety, flooding and drainage, school overcrowding, infrastructure limitations, water capacity, increase density, and overall compatibility with surrounding residential areas.***

Motion to Remove from table: Ben Blackwell
Second: Brandy Riley
Vote by Council: Unanimous

Mr. Groover urged the Council to approve the proposed annexation and rezoning, arguing that the City is already planning for significant population growth and housing demand. He referenced the City's master plan, which projects substantial growth through 2031 and a need for thousands of additional housing units by 2050.

Mr. Groover argued that partnering with a cooperative developer is preferable to leaving the property in the county, where alternative developments could occur with less City oversight. He noted that uses such as a mobile home subdivision could potentially be developed under current county regulations.

He concluded by describing Patriot Development as a responsive and collaborative partner that is helping Rincon address its growth challenges through practical solutions, and he asked the Council to approve the request.

Councilmember Riley expressed support for the applicant, stating that over the past several months the applicant had clearly demonstrated a commitment to locating and investing in the City of Rincon. She noted that the Council is aware that, if the project is not approved by the City, the property could potentially be developed under county or other jurisdictional standards that may be less stringent than Rincon's requirements and could allow development at a lower cost.

Based on the applicant's willingness to work with the City and comply with Rincon's standards, Councilmember Riley stated that she supported the request.

Councilmember Blackwell expressed support for the applicant, noting that the applicant had been willing to work with the City throughout the process, including making modifications to plans and undertaking improvements to meet Rincon's requirements. He echoed earlier comments that, if the City declined the project, the applicant could potentially pursue development through another jurisdiction under less stringent standards and at a lower cost.

Councilmember Blackwell stated that he appreciated the applicant's willingness to comply with Rincon's standards rather than seeking an easier path elsewhere. He thanked the applicant for working with the City and indicated his support for the proposal.

Mayor Exley expressed appreciation for the applicant's patience, acknowledging that the approval process has been lengthy and frustrating for all parties involved. He then discussed the City's ongoing negotiations with CSX, explaining that he had a scheduled conference call with the railroad company and was optimistic about the discussions.

Mayor Exley stated that CSX currently has a policy requiring an exchange arrangement, summarized as "if you give up something, you get something," when considering certain requests or variances. He said the City is working within that framework and may also coordinate with Effingham County to help satisfy any requirements CSX may impose. According to Exley, CSX has indicated a willingness to work with the City, and he believes the upcoming discussions will be productive.

He also echoed comments previously made by Councilmembers Riley and Blackwell, stating his belief that the proposed development is likely to occur. He argued that, if the project is going to move forward, it is preferable for it to be managed under the City of Rincon's oversight and development standards rather than under another jurisdiction with less direct control. Mayor Exley emphasized that the City has been actively involved in shaping the project through building requirements, conditions, and design modifications, and he expressed confidence that Rincon is best positioned to ensure the development is completed in a manner consistent with community expectations.

Councilmember Underwood expressed support for the project and optimism about broader transportation and infrastructure initiatives affecting the area. She stated that the City has received encouraging feedback from CSX and that the proposed East-West Connector project is gaining momentum, with increasing attention and support from state-level stakeholders. Underwood indicated that City officials believe the connector project will eventually move forward and thanked the applicant for working cooperatively with the City on those efforts.

She also noted that the applicant may have had easier options available outside of Rincon, including obtaining water and sewer service from another jurisdiction and developing the property under less demanding regulations. Councilmember Underwood emphasized that other jurisdictions do not have the same building and development standards as the City of Rincon, and she suggested that development occurring elsewhere could still create impacts for Rincon residents without the City having any meaningful control over the outcome.

Councilmember Milner described the matter as one of the most difficult issues he has faced during his approximately three years in local government. He said he genuinely understands and sympathizes with the concerns raised by nearby residents, but also recognized the applicant's efforts throughout the process.

Councilmember Milner noted that, compared to other developers he has encountered, the applicant had demonstrated an unusual willingness to be patient, make concessions, and work with the City. He acknowledged that he still had some reservations, particularly regarding access to Highway 21, but stated that recent discussions gave him confidence that the City would continue working to address that issue and improve connectivity. Based on those considerations, Councilmember Milner announced that he would support the project.

City Attorney Mullens noted for the record that Mr. Groover's development group had submitted a letter dated October 15, 2026, outlining a number of infrastructure commitments associated with the project. He asked whether it was the developer's intent to formalize those commitments through a development agreement, particularly since water and sewer infrastructure issues were still being evaluated before final plat approval.

Mr. Groover responded that infrastructure obligations were already contemplated under PUD designation, whether through a formal development agreement or other binding requirements imposed by the City. He confirmed that the development team remained committed to complying with all applicable building codes and the infrastructure improvements identified in the October 15 letter. He stated that those commitments reflected discussions that had already occurred with the City and that the developer stood by them.

Seth Zeigler spoke in opposition to the proposed development, raising concerns about both the process and the project's impact on local infrastructure. He noted that the Planning and

Zoning Board had previously voted 4-0 against the proposal, and he questioned why the City Council appeared inclined to support it despite that recommendation.

Mr. Zeigler further argued that several members of the Council had previously indicated they would not support the project until an additional access road was in place. Since that road has not yet been constructed, he questioned why support for the project had changed. His primary concern centered on traffic and safety, arguing that the existing roadway is too narrow and inadequate to accommodate the level of development being proposed. He warned that additional traffic could create dangerous conditions for school buses and residents.

Mayor Kevin Exley responded by stating that the development is likely to occur regardless of the City's action and that the City is trying to manage it responsibly. Councilmember Brandy Riley explained that circumstances have changed since the Planning and Zoning Board's earlier recommendation and emphasized that the project could proceed under another jurisdiction's standards if Rincon did not approve it. She argued that Rincon's development standards are more stringent and would provide greater protections than county regulations.

Councilmember Riley maintained that one of the City's priorities is ensuring better building and development standards, while Mr. Zeigler emphasized that his concerns were less about building quality and more about traffic, road conditions, and public safety.

Mayor Exley added that any substantial development would likely require roadway improvements because transportation standards would force upgrades based on the amount of traffic generated. He stated that the road could not remain in its current condition if significant numbers of additional homes were built.

Motion to approve: Brandy Riley
Second: Tim Milner
Vote by Council: Unanimous

2. Second Reading on a petition filed by Dylan Wingate with Patriot Development Group to annex one parcel into the City of Rincon, and to rezone the property. The subject property is located at 0 Lexington Avenue Ext. and is identified as parcel number 04470013C01. The property consists of approximately 39.58 acres. The property is owned by Milton and Glenda Rahn. The property is currently zoned AR-1 (Agricultural Residential), and the request is to rezone the property to PUD (Planned Unit Development). Tabled at the 10/26/2026 meeting. ***At their meeting on August 18, 2026, Planning and Zoning Board voted 3 to 1 to recommend denial of the annexation/rezoning. Public concerns were expressed related to traffic, the density of the proposed housing, drainage, wildlife and the effect that this development will have on the character of the area.***

Motion to remove from table: Brandy Riley
Second: Michelle Taylor

Vote by Council: Unanimous

Motion to approve: Brandy Riley
Second: Michelle Taylor
Vote by Council: Unanimous

New Business:

1. Update by Thomas & Hutton on the status of the Water and Sewer Master Plan.

Tyler David of Thomas & Hutton provided an update on the City's Water and Sewer Master Plan, reporting that the project is approximately 95% complete with the initial data collection phase. He explained that gathering and organizing the necessary system information is typically the most challenging part of the process, but City staff, including Teri Lewis, Josh Yaeger, and the operations and maintenance team, helped move the work along more efficiently than anticipated.

Mr. David stated that the project is progressing faster and under budget. Although the initial phase was budgeted at approximately $32,000, current estimates indicate the work will come in about $10,000 under budget, allowing more resources to be directed toward the next phase of the study.
The next step will be the system modeling phase, which involves detailed analysis of the City's water and sewer infrastructure and will help guide future planning and development decisions. Mr. David indicated that a task order for this phase would be submitted for review and that he hoped to seek approval at the next Council meeting.

When asked by Councilmember Blackwell about the timeline, Mr. David explained that the modeling phase is complex and data-intensive but that the City's GIS information should help streamline the process. Based on similar projects, he estimated the modeling work would likely take four to six months to complete.

Mayor Exley highlighted the Water and Sewer Master Plan as a critical component of Rincon's long-term planning efforts, explaining that the City is taking a proactive approach to managing future growth by developing a comprehensive infrastructure strategy.

2. Second Reading on an application submitted by Chad Zittrouer with Kern & Co., on behalf of developer Braly Investments, LLC, requesting to rezone approximately 20.14 acres from R-2 (Residential) to PUD (Planned Unit Development) for a proposed two-phase residential development consisting of a total of 58 units. The subject property, owned by Peter Jr. and Franklin Lamond Johnson, is located at 0 W Ninth Street. *(Parcel #: R2130001)*

Chad Zittrouer of Kern & Company and Brandon Long with Bradley Investments, were present. The proposal involves rezoning approximately 20 acres to a Planned Unit Development (PUD). He stated that the development would likely be constructed in two phases and would include approximately 58 residential lots along with an amenity package

for residents. Mr. Zittrouer indicated he was available to answer any questions regarding the project.

Councilmember Blackwell asked about the buffers. Mr. Zittrouer confirmed that the buffer areas would remain in place, noting only that an existing 20-foot easement affects part of one side of the property.

Councilmember Mona Underwood asked about conditions that had been recommended by the Planning and Zoning Board. Planning Director Teri Lewis explained that the conditions primarily required compliance with the City's PUD standards and that the applicant had worked with staff before submitting the application to ensure the development met the City's newly adopted PUD requirements. Mrs. Lewis added that the rezoning, PUD standards, and master plan would all be considered together as part of the approval process.

Motion to approve: Mona Underwood
Second: Ben Blackwell
Vote by Council: Unanimous

3. Vote on an application submitted by Lawrence Alexander Homes, LLC, requesting variance approval to allow the construction of a duplex on a substandard lot, with a 2-foot reduction in the required front setback from 35 feet to 33 feet and a 2-foot reduction in the required rear setback from 25 feet to feet. The subject property, owned by Lawrence Alexander Homes, LLC, is located at 200 Magnolia Drive. The property consists of approximately 0.209 acres and is zoned R-2 (Residential). (Parcel #: R2090016A). ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the possibility of moving the structure to be within the required setbacks. The members stated that they were in favor of the variance for the setback reductions but were not in favor of allowing a duplex on a substandard lot. One member of the public submitted written concerns (which are attached as part of the record).***

Alex Long urged the Council to approve the variance request, emphasizing that he followed the City's process from the beginning. He stated that he obtained the required approvals, permits, and inspections before beginning construction and relied on those approvals when investing significant money into the project. Mr. Long argued that denying the request at this stage would be financially harmful because he acted in good faith based on authorizations issued by the City.

Councilmember Tim Milner agreed that the circumstances weighed heavily in favor of approval. He noted that Mr. Long had received the necessary approvals before construction began and suggested that it would be unfair and inconsistent to penalize him for actions taken in reliance on those permits.

Mr. Long also described plans to improve the adjacent property he recently purchased. He intends to renovate the structure, repair damages, improve the appearance of the property,

and eliminate the existing shared driveway arrangement. He stated that new culverts and driveway improvements would also be installed to address drainage and access concerns.

Councilmember Riley pointed out that Mr. Long obtained permits before beginning work and did not simply start construction without authorization. She emphasized that the requested relief involved relatively minor setback reductions of approximately two feet on each side and suggested that the applicant had relied on official City approvals throughout the process.

Councilmember Underwood stated that the area is already experiencing change and new development. She suggested that the proposed duplex and planned improvements to the neighboring home could enhance the appearance of the area rather than detract from it. Councilmember Underwood acknowledged that growth is often difficult for surrounding residents but said she believed the situation resulted more from the City's approval process than from any action by the applicant.

Motion to approve: Brandy Riley
Second: Tim Milner
Vote by Council: Unanimous

Councilmember Riley left at 8:38PM.

4. First Reading on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 139 Ackerman Road. (Parcel #: R2710005). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited and that a minimum 25' buffer be required adjacent to residentially zoned parcels. Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited as stated in the ordinance and that a minimum 25' buffer be required adjacent to residentially zoned parcels. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Alex Long stated that he was willing to accept the restrictions recommended by City staff as part of the rezoning request. He emphasized that his goal was not to expand into more intensive commercial activities but simply to use the property in conjunction with his existing operation. He indicated that he would support approval of the rezoning subject to the staff-recommended conditions, including the 25-foot buffer requirement and restrictions on the range of permitted B-2 uses.

He reiterated that the request was not intended to create a broader commercial development but rather to allow the property to be integrated into his current business while limiting future impacts on neighboring residents.

Motion to approve: Mona Underwood
Second: Ben Blackwell
Vote by Council: Unanimous

5. First Reading on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 0 Ackerman Road. (Parcel #R2710005B00). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited as stated in the ordinance and that a minimum 25' buffer be required adjacent to residentially zoned parcels. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.***

Motion to approve: Michelle Taylor
Second: Ben Blackwell
Vote by Council: Unanimous

6. First Reading on the third set of 2026 Unified Development Ordinance (UDO) amendments. These amendments include changes to Chapters 2, 3, 4, 6, and 7 as well as a general renumbering of the UDO. ***The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. Members present discussed the proposed amendments and recommended revisions regarding front yard setback reductions on corner lots and eligibility to serve on City boards.***

Motion to approve: Mona Underwood
Second: Ben Blackwell
Vote by Council: Unanimous

7. Request approval to trade all primary weapons to Smyrna Police Distributors and purchase 36 new weapons complete with holsters, optics, and flashlights in the amount of $45,494.20 from SPLOST.

Chief Murrell explained that the item before Council involved replacing the Police Department's current primary-duty firearms. He stated that the existing weapons are approximately five years old and that the department intends to upgrade to more modern firearms that can accommodate accessories such as optics and weapon-mounted flashlights, features that are becoming standard in law enforcement equipment.

Councilmember Blackwell asked about the inventory list, specifically noting that the trade-in package included two shotguns and two Bushmaster rifles. Chief Murrell confirmed that those firearms were included in the trade-in arrangement through Smyrna Police Distributors. He indicated that the firearms being traded no longer served a practical purpose for the department and suggested there was little reason to retain them if they could be applied toward the acquisition of newer equipment.

Motion to approve: Michelle Taylor
Second: Ben Blackwell
Vote by Council: Unanimous

8. Administrative Reports:

No reports.

9. Executive session to discuss personnel, pending litigation, attorney client privilege, and real estate.

Motion to approve: Ben Blackwell
Second: Michelle Taylor
Vote by Council: Unanimous

Motion to return to the meeting:
Second:
Vote by Council:

Take any action that is needed on the items from executive session.

No action taken.

Adjourn:

Motion: Michelle Taylor
Second: Ben Blackwell
Vote by Council: Unanimous

_____
Kevin Exley, Mayor

_____
Dulcia King, City Clerk

Meeting Date 11/23/2026	**AGENDA COVER PAGE**	Agenda Item Number

AGENDA ITEM:

Public Hearing on a Conditional Use Variance request submitted by Shahzad Mahmood with Kimley-Horn & Associates to construct and maintain a 180' monopole-style wireless telecommunications facility. The property, which is zoned B-2, is located at 0 Lisa Street (Parcel #: R2570024) and is owned by the City of Rincon. ***The proposed cell tower will not meet the setback requirements. It will be approximately 61'4" from the Lisa Street side of the property and approximately 49'1" from the adjacent multi-family property. The applicant has included a letter from a structural engineer that confirms that, in the event of a failure, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft, which will result in a 0' fall radius. This letter, along with a letter from AT&T requesting the 180' height, is included. The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the fall radius for both the tower and the mounted antenna and the possibility of moving the leased area slightly to the north. One member of the public asked questions regarding ice coming off the top of the tower/antennas and onto the adjacent residential property and encroachments into the FAA Charlie zone.***

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:

1. Staff Report-VAR-2026-7.pdf
2. Application - Lisa St Cell Tower.pdf
3. Plans - Lisa St Cell Tower.pdf
4. GA18BAE-S LISA STREET-5.20.26 - 0' Fall Zone Letter - 180' Monopole.pdf
5. GA18BAE-S WM 1011 LISA STREET_LE_R5_2026.04.29.pdf
6. GA18BAE-S - LISA STREET - ATT Letter of Support - 16702272 - WSGSC0053711 - COASTAL GEORGIA - 4-9-2026 - EDITED BY JM - Approved.pdf

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:

Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

STAFF REPORT
Conditional Use Variance VAR-2026-7

October 20, 2026 Planning & Zoning Board Meeting

Next Steps: Public Hearing at November 9, 2026 Council Meeting
Vote at November 9, 2026 City Council Meeting

Executive Summary:
An application has been received from Shahzad Mahmood with Kimley-Horn & Associates to request the approval of a conditional use variance to allow a 180' monopole style wireless telecommunication facility to be permitted on a portion of parcel R2570024 which is located off of Lisa Street. The parcel is owned by the City of Rincon. Upon review of the application, discussion and comments from the public, the Planning and Zoning Board is asked to take one of the following actions:

- Recommend approval of the application as submitted.
- Recommend approval of the application with conditions.
- Recommend denial of the application as submitted.

Property Information:

- Parcel #: R2570024
- Site Size: 9.66 acres

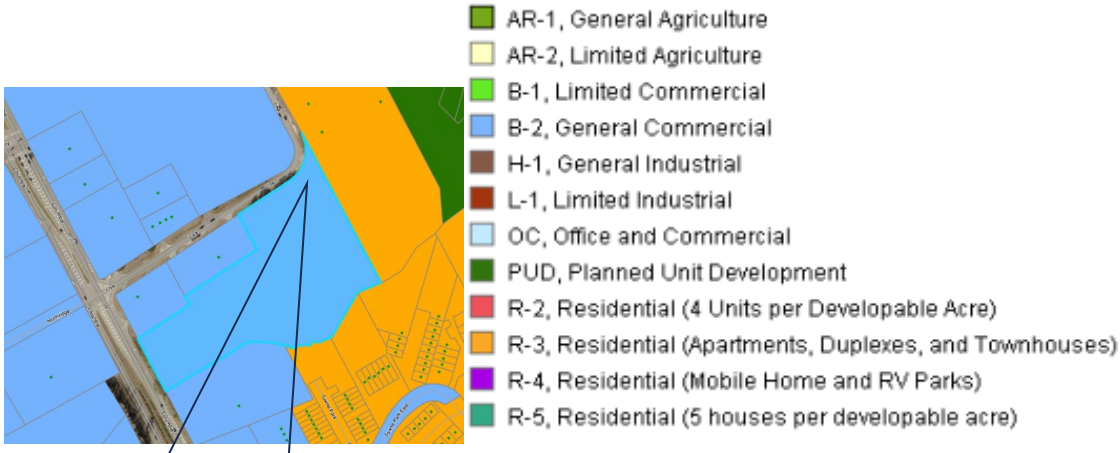


	Zoning	Land Use
North	B-2	Retail
South	R-3	Multi-Family
East	R-3	Multi-Family
West	B-2	Retail

Current Zoning and Land Use

The subject property is zoned B-2 (General Commercial), which is a district that allows a variety of uses. The property is accessed from Lisa Street.

City of Rincon Zoning



Analysis of Request

Per Section 90-116 the Planning and Zoning Board shall hear and make recommendations upon such uses in a district that are permitted as conditional uses. The application to establish such use shall be approved by the City Council on a finding that:

i. The proposed use will not be contrary to the purpose of the Unified Development Ordinance (UDO).

- From Section 90-3, Purpose: *The UDO regulations and zoning districts as herein set forth have been made for the purpose of:*

(A) Promoting the public health, safety, morals, general welfare, convenience and prosperity of the citizens of the City of Rincon, Georgia; and

(B) Coordinating all the local and other government policies and regulations for the protection and conservation of woodlands, grasslands, streams, wetlands and similar classes of natural resources, and the enhancement of natural areas.

The regulations and arrangements of districts are designed to lessen congestion in the streets, to secure safety from fire, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provision of water, sewer, schools, parks and other public requirements and to direct the most appropriate use of land throughout the city.

- The proposed use of the property for a monopole style wireless telecommunication facility will not be contrary to the purpose of the UDO.

ii. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers.

- The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood. Additionally, it will not adversely affect the health and safety of residents and workers.

iii. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use.

- The proposed use will not constitute a nuisance or hazard. Telecommunication facilities do not generate a high volume of traffic, noise or fumes or physical activity.

iv. The proposed use will not be affected adversely by the existing uses of adjacent properties.

- The immediately adjacent properties are generally retail with the exception of the multi-family property across Lisa Street and to the south of the City-owned property. The proposed use will not be affected adversely by the existing uses of these adjacent properties.

v. The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use.

- The subject parcel is over 9 acres. The portion proposed to be leased for the telecommunications facility is 3,600 square feet (.083-acres) and will be accessed via a gravel drive from Lisa Street. This area appears to be of sufficient size to satisfy the space requirements for this use.

vi. The parking and all development standards set forth for each particular use for which a permit may be granted will be met.

- The applicant will be required to meet all of the applicable development standards for the use, including parking; however, parking requirements for this use are negligible. These will be reviewed by staff during the administrative site plan review process and a permit will not be granted until the project meets all the requirements.

vii. The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

- The granting of a conditional use permit should not adversely impact adjacent or nearby properties in terms of property values. The approval of this application to allow a telecommunications facility should not make the surrounding properties less marketable.

Additional Mitigation Requirements

The Planning and Zoning Board may suggest and the City Council may impose or require such additional restrictions and standards (e.g., increased setbacks, buffer strips, screening, etc.):

i. As may be necessary to protect the health and safety of workers and residents in the community;
ii. To protect the value and use of property in the general neighborhood; and
iii. To provide continuity and consistency in the character, architectural design, and physical layout of an area.

Specific Requirements for Telecommunication Facilities from Chapter 75 - Telecommunications

General Requirements:

- All towers and antennae must be set back a distance equal to the full height of tower plus ten feet from any adjoining property line or as safety concerns may dictate.
- All towers and antenna shall be equipped with an anti-climbing device such as a six-foot barbed strand fence or other appropriate devices to prevent unauthorized access.
- Shared usage of towers and antennae is encouraged, and the tower and antennae should be designed to accommodate such users.
- Towers and antennae are encouraged to be located at a height above the tree line no greater than necessary to reasonably accommodate the facilities.

Landscaping Requirements:

- Unless otherwise noted within the requirements of this section, or otherwise approved by the planning and appeals commission, the special land use permit hearing, any commercial tower or antenna which abuts a residentially zoned property shall have a setback equal to full height of tower from the residential property plus ten feet, 15 feet of which should be a landscaped, screening buffer between the tower and the residentially zoned property or structure which will be subject to town staff approval.
- Required buffers may be included within required setbacks; however, in such case that the required buffer is greater than the required setback, the required buffer shall be adhered to.
- Necessary private utilities and/or access drives may be allowed through, over, or across a landscaped buffer. Any such uses which are proposed through, over, or across a designated, undisturbed buffer must be approved pursuant to an original site plan or site plan modification.
- The above-required landscape screening buffer shall be implemented in connection with a permitted project and shall address the following objectives: (1) Screening to enhance aesthetic appeal; (2) Control or direct vehicular and pedestrian movement;(3) Reduce glare; (4) Buffer noise; and (5) Establish privacy.
- The above-required landscape screening buffer is subject to review and approval by town staff in accordance with the following standards: (1) Plantings are to be a mix of evergreen trees and shrubs, deciduous trees and taller evergreen trees. (2) Species are to be ecologically compatible to site and appropriate for design situation. (3) Unless public safety concerns dictate otherwise, buffers should provide maximum visual barrier. (4) Minimum height of plant materials at installation is to be five feet for trees. (5) Fencing or walls are to be a minimum of six feet in height as approved by town staff. (6) Buffers shall be regularly maintained by the property owner(s) to ensure that the objectives and standards of this section are met. (7) When topography and existing conditions allow, the required landscape buffer should be an undisturbed buffer; provided, however, the buffer may be crossed by an access drive as shown on the site plan and/or necessary utilities. (8) Existing mature tree growth, vegetation and natural land forms on site shall be preserved to the maximum extent possible. On large wooded lots, natural growth may be used as a buffer upon the approval of the town's staff. (9) Any appeals from a determination by the town staff regarding the landscape buffer shall be to the board of zoning appeals.

- **The proposed cell tower will not meet the setback requirements. It will be approximately 61'4" from the Lisa Street side of the property and approximately 49'1" from the adjacent multi-family property. The applicant has included a letter from a structural engineer that confirms that in the event of a failure, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft which will result in a 0' fall radius. This letter along with a letter from AT&T requesting the 180' height are included.**

Public Outreach Information
• As required by the Ordinance, the public notice sign was placed on the property on October 13, 2026.
• As required by State Code, this item will be advertised in the Effingham Herald on October 21, 2026.
• As required by the Ordinance, the adjacent property owners will be notified regarding the request and the date of the City Council public hearing on or before October 19, 2026.

CONDITIONAL USE VARIANCE APPLICATION

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 F: 912-826-2083
www.cityofrincon.com

PROPERTY INFORMATION

Location Address: Lisa Street, Roncon, GA 31326

Parcel #: R257-24

Zoning District: General Commercial (GC)

Existing Land Use:

Net Property Acreage (minus wetlands): 238.18

Gross Property Acreage:

APPLICANT INFORMATION

Applicant Name: Shahzad Mahmood

Phone: 954-997-6161

Business Name: Kimley-Horn and Associates

Email: shahzad.mahmood@kimley-horn.com

Mailing Address: 1920 Wekiva Way, Suite 200

City: West Palm Beach

State: FL

Zip Code: 33411

Applicant is (check one): ☐ the Property Owner ☑ Not the Property Owner (attach the Property Owner's Authorization)

OWNER INFORMATION

Owner Name: City of Rincon

Phone:

Business Name:

Email:

Mailing Address:

City:

State:

Zip Code:

NEED FOR CONDITIONAL USE VARIANCE (address attached criteria)

Construction of a 180' Monople wireless telecommunications facility.

Applicant's Certification: I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

SM

Signature of Applicant

10/1/26

Date

SUBMITTAL REQUIREMENTS

- A detailed description of the activities, number of units (if applicable), and hours of operation of the proposed conditional use
- A preliminary site plan (1 digital and 1 – 11 X 17)
- A proposed starting date of land disturbance or construction, date of completion for all improvements, and use opening or date of first occupancy
- A list of activities undertaken by the developer and subsequent occupant to mitigate all adverse impacts upon the surrounding properties before, during, and after the completion of development activities
- Campaign Contribution/Gift Disclosure

CONDITIONAL USE VARIANCE APPLICATION FEE

$350.00

PROCESS

Step 1
- Staff Review

Step 2
- Planning & Zoning Board Review
- Recommendation

Step 3
- City Council Public Hearing
- City Council First Reading

Step 4
- City Council Second Reading
- Approval or Denial

Office Use Only:

Application #: _____

Date Received: _____

Date Sign Posted: _____

Date Adjacent Property Letters Mailed: _____

Date of Newspaper Ad: _____

P&Z Meeting: _____

Council Public Hearing: _____

Council First Reading: _____

Council Second Reading: _____

☐ **Approved**

☐ **Denied**

☐ **Withdrawn by Applicant**

CONDITIONAL USE CRITERIA

The Planning and Zoning Board shall hear and make recommendations upon such uses in a district that are permitted as conditional uses. The application to establish such use shall be approved by the City Council on a finding that:

(1) The proposed use will not be contrary to the purpose of this chapter,

(2) The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers,

(3) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use,

(4) The proposed use will not be affected adversely by the existing uses of adjacent properties,

(5) The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use,

(6) The parking and all development standards set forth for each particular use for which a permit may be granted will be met, and

(7) The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

CAMPAIGN CONTRIBUTION/GIFT DISCLOSURE

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 www.cityofrincon.com

Have you made campaign contributions or gifts to one or more City of Rincon Official(s), including any member of the Planning and Zoning Board, during the past two years, that when combined, total an amount greater than $250.01?

☒ No. I have not made campaign contributions/gifts to any City of Rincon Official(s).
☐ Yes. I have made campaign contributions/gifts to one or more City of Rincon Official(s).

City Official	Title	Dollar Value

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Signature of Applicant **Date** 3/18/25

Office Use Only:

Application #: _____ Date Received: _____

Variance Public Hearing Notice Affidavit

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P:912-826-5996 / www.cityofrincon.com

In accordance with the requirements set forth by the Planning & Development Department,

I, Shahzad Mahmood am the applicant for the property located at 434 S. Colombia Ave Rincon, GA 31326.

I have mailed the required public hearing notification letters to property owners within 300 feet of the subject property.

These letters were mailed on 04/02/25 within the required time period.

To the best of my knowledge, the information stated herein is true and correct. I have attached a copy of the list of property owners that the letters were mailed too.

Shahzad Mahmood
[Applicant's Full Name]

04/02/25
[Date]

[Notary Signature Line]

TAMATHA D CULPEPPER
Notary Public - State of Florida
Commission # HH 649121
My Comm. Expires Jul 4, 2029
Bonded through National Notary Assn.

Office Use Only:
Application #: _____ Date Received: _____

PROJECT SUMMARY

SITE NAME:	LISA STREET
SITE ADDRESS:	LISA STREET RINCON, GA 31326
JURISDICTION:	CITY OF RINCON
COUNTY:	EFFINGHAM COUNTY
ZONING:	GENERAL COMMERCIAL (GC)
PROPERTY OWNER:	CITY OF RINCON
ADDRESS:	N/A N/A
APPLICANT:	SBA TOWERS X LLC, 8051 CONGRESS AVENUE BOCA RATON, FL 33487 OFFICE: (800) 487-7483 FAX: (561) 226-3572
SBA CONTACT:	JOSE MANCILLA / (561) 981-7381
SITE COORDINATES:	
LATITUDE:	32° 16' 21.11" N (NAD 83/2011)
LONGITUDE:	81° 13' 24.27" W (NAD 83/2011)
ELEVATION:	43.9' AMSL (NAVD 88)
PARCEL NUMBER:	R257-24

ADA REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
ADA ACCESS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

CONSULTING TEAM

ENGINEERING FIRM:
KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
CONTACT: SHAHZAD MAHMOOD
PHONE: (561) 404-9857

SURVEYING FIRM:
CERTA SERVICES LLC
911 GRAHAM ROAD , SUITE 45
CUYAHOGA FALLS, OH 44221
CONTACT: KEITH P. PIRKLE
PHONE: (330) 701-5850

UTILITIES INFORMATION

POWER COMPANY:
TBD
CONTACT: TBD
PHONE: TBD

FIBER COMPANY:
TBD
CONTACT: TBD
PHONE: TBD

SITE NAME
LISA STREET

SITE I.D.
GA18BAE-S

E911 ADDRESS
LISA STREET
RINCON, GA 31326

PROJECT TYPE
180' MONOPOLE CONSTRUCTION DRAWINGS

VICINITY MAP



NOT TO SCALE

REGIONAL MAP



NOT TO SCALE

DRIVING DIRECTIONS

FROM WILMINGTON INTERNATIONAL AIRPORT:

DIRECTIONS: HEAD NORTH ON AIRWAYS AVE FOR APPROXIMATELY 2.5 MILES, MERGE ONTO I-95 N, CONTINUE NORTH FOR APPROXIMATELY 10 MILES, THEN TAKE THE APPROPRIATE EXIT TOWARD THE LOCAL ROAD NETWORK NEAR THE DESTINATION AND CONTINUE EAST APPROXIMATELY 1-2 MILES TO REACH THE DESTINATION.

SHEET SCALE FACTOR:

PLOT SIZE:
11"x17": "TO SCALE"
22"x34": 2X SCALE AS NOTED

GEORGIA811
www.Georgia811.com

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
T-2	ABBREVIATIONS & SYMBOLS LEGEND
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
	SURVEY & LEGAL DESCRIPTIONS
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	SITE GRADING PLAN
C-4	SITE ELEVATIONS
C-5	SITE DETAILS
C-6	FENCE DETAILS
E-1	UTILITY SITE PLAN
E-2	UTILITY DETAILS
E-3	SINGLE-LINE DIAGRAM
EG-1	GROUNDING PLAN & DETAILS
EG-2	GROUNDING DETAILS

APPROVALS

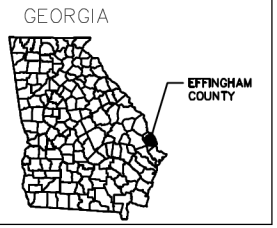
TITLE	SIGNATURE	DATE
SBA CONST. MGR:		
PROPERTY OWNER:		
PLANNING:		

THE ABOVE SHOWN PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE:	GBC 2024, LATEST EDITION
STRUCTURAL CODE:	GBC 2024, LATEST EDITION
PLUMBING CODE:	GPC 2024, LATEST EDITION
MECHANICAL CODE:	GMC 2024, LATEST EDITION
ELECTRIC CODE:	2023 NEC
FIRE/LIFE SAFETY CODE:	GSMFPC 2024, LATEST EDITION
DESIGN WIND SPEED:	131 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY:	C

STATE COUNTY MAP



SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
11720 AMBER PARK DRIVE
SUITE 600
ALPHARETTA, GA 30009
(770) 619-4280
WWW.KIMLEY-HORN.COM

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: TITLE SHEET

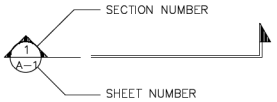
SHEET NUMBER: T-1
REVISION: 0

ABBREVIATIONS

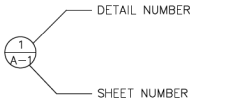
AB	ANCHOR BOLT	GR	GRADE	SIM	SIMILAR
AC	ASPHALTIC CONCRETE	GYP	GYPSUM	SPECS	SPECIFICATIONS
A/C	AIR CONDITIONING	GFCI	GROUND FAULT CIRCUIT INTERRUPT	SS	STAINLESS STEEL
ADJ	ADJUSTABLE			STL	STEEL
A.F.F.	ABOVE FINISH FLOOR	GND	GROUND	STOR	STORAGE
ARCH	ARCHITECTURAL	HC	HOLLOW CORE	STRUCT	STRUCTURAL
APPROX	APPROXIMATELY	HDW	HARDWARE	SUSP	SUSPENDED
A.G.L.	ABOVE GRADE LEVEL	HTR	HEATER	SW	SWITCH
A.M.S.L.	ABOVE MEAN SEA LEVEL	HM	HOLLOW METAL	SWBD	SWITCHBOARD
BD	BOARD	HORIZ	HORIZONTAL	THK	THICK
BLDG	BUILDING	HR	HOUR	TI	TENANT IMPROVEMENT
BLKG	BLOCKING	HT	HEIGHT	TMA	TOWER MOUNTED AMPLIFIER
BOT	BOTTOM	HV	HIGH VOLTAGE	TOS	TOP OF SURFACE
BSMT	BASEMENT	ID	INSIDE DIMENSION	TS	TUBE STEEL
BTS	BASE TRANSCEIVER STATION	INS	INSULATION	TYP	TYPICAL
		INT	INTERIOR	U	UNDERGROUND
C	COURSE(S)	JT	JOINT	UNO	UNLESS NOTED OTHERWISE
CEM	CEMENT	LAM	LAMINATED		
CL	CHAIN LINK	LBS	POUNDS	VCT	VINYL COMPOSITION TILE
CLG	CEILING	LT	LIGHT		
CLR	CLEAR	LA	LIGHTNING ARRESTOR		
COL	COLUMN	LNA	LOW NOISE AMPLIFIER	VERT	VERTICAL
CONC	CONCRETE	MFR	MANUFACTURER	V.I.F.	VERIFY IN FIELD
CONST	CONSTRUCTION	MAT	MATERIAL	VG	VERTICAL GRAIN
CONT	CONTINUOUS	MAX	MAXIMUM	W/	WITH
CORR	CORRIDOR	MECH	MECHANICAL	WD	WOOD
CO	CONDUIT ONLY	MIN	MINIMUM	WR	WATER RESISTANT
DIA	DIAMETER	MISC	MISCELLANEOUS	WT	WEIGHT
DBL	DOUBLE	ML	METAL LATH	XFMR	TRANSFORMER
DEPT	DEPARTMENT	MO	MASONRY OPENING	@	AT
DEMO	DEMOLITION	MS	MACHINE SCREW	[	CHANNEL
DIM	DIMENSION	MTD	MOUNTED	℄	CENTERLINE
DN	DOWN	MTL	METAL	∠	ANGLE
DR	DOOR	(N)	PROPOSED	PL	PROPERTY LINE
DTL	DETAIL	NIC	NOT IN CONTRACT		
DWG	DRAWING	NO	NUMBER		
(E)	EXISTING	NTS	NOT TO SCALE		
EA	EACH	O	OVERHEAD		
ELEC	ELECTRIC	OA	OVERALL		
ELEV	ELEVATION	O.C.	ON CENTER		
EQUIP	EQUIPMENT	OPNG	OPENING		
EXP	EXPANSION	OPP	OPPOSITE		
EXT	EXTERIOR	PARTN	PARTITION		
FA	FIRE ALARM	PL	PLATE		
FB	FLAT BAR	PLAS	PLASTER		
FF	FINISH FLOOR	PLYWD	PLYWOOD		
FH	FLAT HEAD	POC	POINT OF CONNECTION		
FIN	FINISH(ED)	PROP	PROPERTY		
FLR	FLOOR	PT	PRESSURE TREATED		
FOS	FACE OF STUDS	R	RISER		
FS	FINISH SURFACE	REQD	REQUIRED		
FT	FOOT, FEET	RD	ROOF DRAIN		
FTG	FOOTING	RM	ROOM		
FW	FINISH WALL	RMS	ROOMS		
F.G.	FINISH GRADE	RO	ROUGH OPENING		
FUT	FUTURE	SC	SOLID CORE		
GA	GAUGE	SCHED	SCHEDULE		
GALV	GALVANIZED	SECT	SECTION		
GL	GLASS	SHT	SHEET		



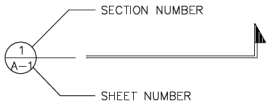
SYMBOLS:



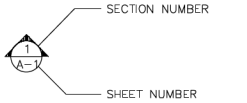
BUILDING SECTION REFERENCE



DETAIL REFERENCE



DETAIL SECTION REFERENCE



ELEVATION VIEW REFERENCE

- # — KEY NOTE REFERENCE
- 101 — DOOR NUMBER
- 101 — AREA AND/OR ROOM NUMBER
- A / 2 — MECHANICAL UNIT
- UTILITY POLE
- WORK POINT
- # — REVISION OR CONTROL POINT
- (REFERENCE POINT) / (ELEVATION)

- MASONRY
- BRICK
- CONCRETE
- EARTH
- STEEL
- GRAVEL
- CENTER LINE
- PROPERTY LINE
- LEASE LINE
- EASEMENT LINE
- RIGHT-OF-WAY
- X — X — CHAIN LINK FENCE
- WOOD FENCE
- S — SILT FENCE
- UE — BELOW GRADE ELECTRIC
- UT — BELOW GRADE TELEPHONE
- OE/OT — OVERHEAD ELECTRIC/TELEPHONE
- UT — OVERHEAD TELEPHONE
- UE — OVERHEAD ELECTRIC
- 276 — CONTOUR
- TREE PROTECTION FENCE
- TREE LINE
- TREES, SHRUBS, BUSHES
- SAN — SANITARY SEWER LINE
- WL — WATER LINE
- NG — NATURAL GAS LINE

1 | ABBREVIATIONS & SYMBOLS

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
11720 AMBER PARK DRIVE
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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

SITE ADDRESS: LISA STREET
RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: ABBREVIATIONS & SYMBOLS LEGEND

SHEET NUMBER: T-2

REVISION: 0

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN SBA OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY. THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE PROPOSED AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

STRUCTURAL NOTES

1. DESIGN REQUIREMENTS PER LOCAL BUILDING CODE AND THE E1A/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNAS TOWERS AND SUPPORTING STRUCTURES.
2. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS-ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
3. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRACE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
4. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1-96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
5. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
6. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
7. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND AC1 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
8. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 80, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
9. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
10. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
11. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED. AFTER FABRICATION WHERE PRACTICAL. GALVANIZING: ASTM A 123, ASTM A 153/A 153M OR ASTM A 653/A 653M, G90, AS APPLICABLE.
12. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT' CONFORMING TO ASTM A 780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED, AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. IN STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
13. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

PERMITS

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES. (NOT SUPPLIED BY OWNER)
2. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS. (NOT SUPPLIED BY OWNER)
3. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE LATEST APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE FOR CLOSING AND FILING ALL PERMITS ASSOCIATED WITH SITE.

UTILITIES

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSED AREAS, SEED AND MULCH SHALL BE ACCEPTABLE..
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF PROPOSED UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER'S REQUIREMENTS.
6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING

1. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.
4. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PRE FORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

SBA CONSTRUCTION REQUIREMENTS

1. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.
2. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
3. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
4. CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONCRETE COMPRESSIVE TESTING AND REQUIRED TO SUBMIT FINAL TEST RESULTS WITH CLOSE OUT BOOK.
5. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
6. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION, AS WELL AS TELCO SERVICE BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC....).
7. CONTRACTOR WILL HAVE A REPRESENTATIVE ON A WEEKLY CONFERENCE CALL TO PROVIDE SBA WITH SITE SPECIFIC UPDATES. CURRENTLY, THIS CONFERENCE CALL IS HELD EACH AND EVERY THURSDAY AT 4 PM (EASTERN TIME).
8. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
9. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OSHA STANDARDS AT ALL TIMES.
10. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
11. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
12. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
13. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
14. CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
15. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING.
16. CONTRACTOR IS RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

SBA

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	10/01/26	ISSUED FOR REVIEW

SITE NAME:
LISA STREET

SITE NUMBER:
GA18BAE-S

SITE ADDRESS:
LISA STREET
RINCON, GA 31326

DESIGN TYPE:
RAWLAND

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:	REVISION:
GN-1	0

GEOTECHNICAL NOTES

1. THE SITE SHALL BE CLEARED BY MEANS OF REMOVING TREES, TREE STUMPS, SURFACE VEGETATION AND TOPSOIL MATERIALS. IT'S RECOMMENDED THAT CLEARING EXTEND AT LEAST 5 FEET BEYOND PLANNED BUILDING AREAS AND AREAS TO RECEIVE COMPACTED FILL. IN PREPARATION FOR FILL PLACEMENT, AREAS SHALL BE LEVELED OUT TO FACILITATE THE PLACEMENT OF FILL IN HORIZONTAL LIFTS. THIS SHALL BE ACHIEVED BY CUTTING INTO THE UPHILL SIDE OF AREAS TO RECEIVE FILL. AREAS TO RECEIVE FILL SHALL BE EVALUATED BY A GEOTECHNICAL ENGINEER TO VERIFY THAT THEY ARE IN FIRM, RELATIVELY DRY AND SUITABLE FOR FILL PLACEMENT.

2. WITH THE EXCEPTION OF THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS, FILL MATERIALS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698). FILL WITHIN THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698).

3. TO ACCOMPLISH THIS, IT IS RECOMMENDED THAT FILL SOIL MOISTURE CONTENTS BE MAINTAINED WITHIN 3 PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D698). SOILS WITH EXCESSIVE MOISTURE SHALL BE SCARIFIED, DISCED, AND DRIED DURING THE WARMER DRYER MONTHS TO REDUCE THE MOISTURE CONTENT, AND MOISTURE SHALL BE ADDED TO INCREASE THE MOISTURE CONTENT.

4. TO ACHIEVE PROPER COMPACTION, SUITABLE MOISTURE CONDITIONED FILL MATERIALS SHALL BE PLACED IN HORIZONTAL LOOSE LIFTS (8 INCHES LOOSE IF LARGE COMPACTION EQUIPMENT IS USED, 4 INCHES IF SMALLER WALK-BEHIND EQUIPMENT IS TO BE USED). IF SANDY SOILS ARE ENCOUNTERED COMPACTION WITH A HEAVY SMOOTH DRUM SHALL BE USED. IF CLAY OR SILT SOILS ARE ENCOUNTERED A SHEEPSFOOT ROLLER SHALL BE MORE EFFECTIVE ACHIEVING COMPACTION.

5. IN-PLACE DENSITY TESTS SHALL BE PERFORMED TO VERIFY COMPACTION OF THE FILL MATERIALS. THESE TESTS ARE GENERALLY PERFORMED AT A FREQUENCY OF ONE TEST PER 2,500 SQUARE FEET AND ON EACH FOOT OF FILL BEING PLACED.

6. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES (IE. GENERATORS AND EQUIPMENT SHELTERS) SHALL BE DESIGNED TO BEAR IN THE PROPOSEDLY PLACED, COMPACTED FILL. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES SET IN FILL SHALL BE DESIGNED TO BEAR AT LEAST 2 FEET BELOW THE FINISHED GROUND SURFACE, TO HAVE A MINIMUM FOOTING WIDTH OF 18 INCHES, AND WITH A GROSS ULTIMATE BEARING PRESSURE OF 6000 PSF, PROVIDED THAT FILL MATERIALS ARE VERIFIED AS BEING SUITABLE, AND COMPACTED AS RECOMMENDED IN THESE NOTES.

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SITE NAME:
LISA STREET

SITE NUMBER:
GA18BAE-S

SITE ADDRESS:
LISA STREET
RINCON, GA 31326

DESIGN TYPE:
RAWLAND

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:	REVISION:
GN-2	0

PARENT PARCEL DESCRIPTION (AS PROVIDED)

All those certain lots, tracts or parcels or land situate, lying and being in the Town of Rincon, Effingham County, Georgia containing 740.53 acres, more or less, and more particularly shown as Tract 1 and Tract 2 (which has been divided into two separate parcels of 420.96 acres, more or less, and 238.18 acres, more or less) on that certain plat of survey entitled "Plat of Property of South Rincon Development Associates" dated December 5, 1986 prepared by Wilder Surveying and Mapping, a copy of which is attached hereto and made a part hereof, said Tract 1 containing 61.39 acres, more or less, and is bounded on the West by the right-of-way of Georgia Highway 21 and property now or formerly owned by C. Murray Right, M.B. Shaufelberger and J. Hilton Right; on the North by John Boyd, et al, W. Neil Smith, Milton Martin, Rincon Baptist Temple, Norman C. Chapman and the right-of-way of Weisenbaker Road (C.R. #133); on the East by Eva Roberson Tract 4 and on the South and the Southeast by the right-of-way of Fort Howard Road. Said Tract 2 containing 659.14 acres, more or less, is bounded on the West by the right-of-way of Georgia Highway 21 and NPD-Rincon Associates; on the Northwest by the right-of-way the Fort Howard Road; on the North by the Eva Roberson Tract 4 and the Stella Arnsdorf Estate; on the Northeast by Mary L. MacDonald, Sara A. Martin and the proposed Rincon Sewage Treatment Plant site and or. the Southeast and South by the run of the Sweigoffer Creek and Willowpeg Creek, which is the property line between the above described property and the property of Jessie W. Exley and the Kessler Enterprise, Inc.

Tax ID: R2570024

Being The Same Property Conveyed To The City Of Rincon, A Political Subdivision Of The State Of Georgia, Grantee, From South Rincon Development Association, A Georgia General Partnership, Grantor, By Deed Of Gift Recorded 12/31/2008, In Book 1813, Page 167, Of The Effingham County Records.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 01-25071615-01T - DATED 07/09/2026
SCHEDULE B II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

1. thru 11. are standard exceptions.

12. this item has been intentionally deleted.

13. this item has been intentionally deleted.

14. this item has been intentionally deleted.

15. this item has been intentionally deleted.

16. this item has been intentionally deleted.

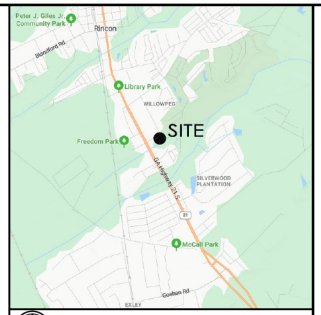
17. Subject to covenants, conditions, restrictions, reservations, set back lines, easements and rights of ways, if any, set forth on the Plat, recorded in Book 4, Page 193, of the Effingham County Records.
(AFFECTS PARENT PARCEL – NO PLOTTABLE ITEMS)

18. Subject to covenants, conditions, restrictions, reservations, set back lines, easements and rights of ways, if any, set forth on the Plat, recorded in Book 7, Page 109, of the Effingham County Records.
(DOES NOT AFFECT PARENT PARCEL)

19. this item has been intentionally deleted.

20. Subject to covenants, conditions, restrictions, reservations, set back lines, easements and rights of ways, if any, set forth on the Plat, recorded in Book 13, Page 206, of the Effingham County Records.
(AFFECTS PARENT PARCEL – NO PLOTTABLE ITEMS)

21. this item has been intentionally deleted.



LOCATION MAP
NO SCALE

BASIS OF BEARINGS

The basis for all bearings shown hereon is the State of Georgia Grid, East Zone, NAD 83 (2011).

FLOOD ZONE

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X Unshaded Areas of 0.2% Annual Chance Flood according to the Flood Insurance Rate Map for the County of Effingham, Community Panel No. 13103C0288E, Effective Date March 16, 2015.

ENCROACHMENTS

At the time of survey there were no visible encroachments onto or beyond the subject property.

CERTIFICATION

I, Keith P. Pirkle, PLS, a Georgia State Registered Professional Land Surveyor, License No. 2792, hereby certify to SBA Towers X, LLC, a Delaware limited liability company and Old Republic National Title Insurance Company the following:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally:

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

LATITUDE NORTH 32° 16' 22.36"
LONGITUDE WEST 81° 13' 25.21"

This surveyor has received and reviewed that certain Title Commitment No. 01-25071615-01T issued by Old Republic National Title Insurance Company with an effective date of July 9, 2026 which proposes to insure the lands described under its Exhibit "A".

The surveyor has reviewed and determined that the lands described under said Exhibit "A" of the Title Commitment contain or include the lands as depicted on this survey.

The surveyor has reviewed and determined that the items of record as identified under Schedule B II of said Title Commitment do encumber the lands as described on this survey, but that said items will not interfere with the location of the insured lands, including the Proposed Exclusive SBA Lease Area, and all access and utility easement areas.

By: _____
Keith P. Pirkle, PLS
Georgia Professional Land Surveyor No. 2792
January 19, 2026

PRELIMINARY SURVEY
Lisa Street
Rincon, GA 31326

SITE ID#: GA18BAE-S
SITE NAME: Lisa Street

SBA
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

CERTA TOWER SERVICES LLC
911 Graham Road, Suite 45
Cuyahoga Falls, OH 44221
330.701.5850
orders@certasite.com
www.certasite.com

PIRKLE & ASSOCIATES SURVEYING, INC.
783 Sister Dunmore Road
Glennville Georgia 30427
Email: pirkleir @ windstream.ne
Phone 912-654-3298 Cell 912-237-7770
Ga. LSF 000232

Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By:	STP	Scale:	None
Date:	07.09.26	Sheet:	1 of 3
Certa Project No.	2827		

GEORGIA PROFESSIONAL No. 2792 LAND SURVEYOR KEITH P PIRKLE

PROPOSED SBA EXCLUSIVE LEASE AREA (AS SURVEYED)

Situated in the City of Rincon, County of Effingham, State of Georgia and lying in the 9th Georgia Military District, being a 3,600 square foot Proposed SBA Exclusive Lease Area over and upon a parcel of land conveyed to The City of Rincon, a Political Subdivision of the State of Georgia in Deed Book 1813, Page 167 of Office of the Clerk of the Superior Court of Effingham County Records and being more particularly described as follows:

COMMENCING at a ½" iron rebar at the northeasterly corner of a 1.28 acre parcel indicated in Plat of Property of South Rincon Development Associates, as appears of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 43–E–1;
thence, North 62°06'27" East, a distance of 292.71 feet to the POINT OF BEGINNING:

thence, North 33°06'07" East, a distance of 60.00 feet to a point;
thence, South 56°53'53" East, a distance of 60.00 feet to a point;
thence, South 33°06'07" West, a distance of 60.00 feet to a point;
thence, North 56°53'53" West, a distance of 60.00 feet to the POINT OF BEGINNING.

The Proposed SBA Exclusive Lease Area contains 0.083 acre or 3,600 square feet of land.

PROPOSED 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Rincon, County of Effingham, State of Georgia and lying in the 9th Georgia Military District, being a 1,257 square foot Proposed 20' Wide Non–Exclusive Access & Utility Easement over and upon a parcel of land conveyed to The City of Rincon, a Political Subdivision of the State of Georgia in Deed Book 1813, Page 167 of Office of the Clerk of the Superior Court of Effingham County Records and being more particularly described as follows:

COMMENCING at a ½" iron rebar at the northeasterly corner of a 1.28 acre parcel indicated in Plat of Property of South Rincon Development Associates, as appears of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 43–E–1;
thence, North 62°06'27" East, a distance of 292.71 feet to a point
thence, North 33°06'07" East, a distance of 60.00 feet to the POINT OF BEGINNING:

thence, North 33°06'07" East, a distance of 3.88 feet to a point;
thence, North 49°36'54" West, a distance of 36.69 feet to a point;
thence along the arc of a curve to the left, said curve having an arc length of 22.38 feet, a radius of 149.13 feet, a delta angle of 08°35'55" and a chord bearing North 13°49'37" East, a chord distance of 22.36 feet to a point;
thence, South 49°36'54" East, a distance of 64.30 feet to a point;
thence, South 33°06'07" West, a distance of 21.49 feet to a point;
thence, North 56°53'53" West, a distance of 20.00 feet to the POINT OF BEGINNING.

The Proposed 20' Wide Non–Exclusive Access & Utility Easement contains 0.029 acre or 1,257 square feet of land.

PROPOSED 10' WIDE NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Rincon, County of Effingham, State of Georgia and lying in the 9th Georgia Military District, being a 331 square foot Proposed 10' Wide Non–Exclusive Utility Easement over and upon a parcel of land conveyed to The City of Rincon, a Political Subdivision of the State of Georgia in Deed Book 1813, Page 167 of Office of the Clerk of the Superior Court of Effingham County Records and being more particularly described as follows:

COMMENCING at a ½" iron rebar at the northeasterly corner of a 1.28 acre parcel indicated in Plat of Property of South Rincon Development Associates, as appears of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 43–E–1;
thence, North 62°06'27" East, a distance of 292.71 feet to a point
thence, North 33°06'07" East, a distance of 60.00 feet to the POINT OF BEGINNING:

thence, South 33°06'07" West, a distance of 10.10 feet to a point;
thence, North 64°46'13" West, a distance of 32.44 feet to a point;
thence along the arc of a curve to the left, said curve having an arc length of 10.00 feet, a radius of 149.13 feet, a delta angle of 03°50'34" and a chord bearing North 25°13'47" East, a chord distance of 10.00 feet to a point;
thence, South 64°46'13" East, a distance of 33.83 feet to the POINT OF BEGINNING.

The Proposed 10' Wide Non–Exclusive Utility Easement contains 0.008 acre or 331 square feet of land.

PRELIMINARY SURVEY
Lisa Street
Rincon, GA 31326

SITE ID#: GA18BAE-S
SITE NAME: Lisa Street

SBA

SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

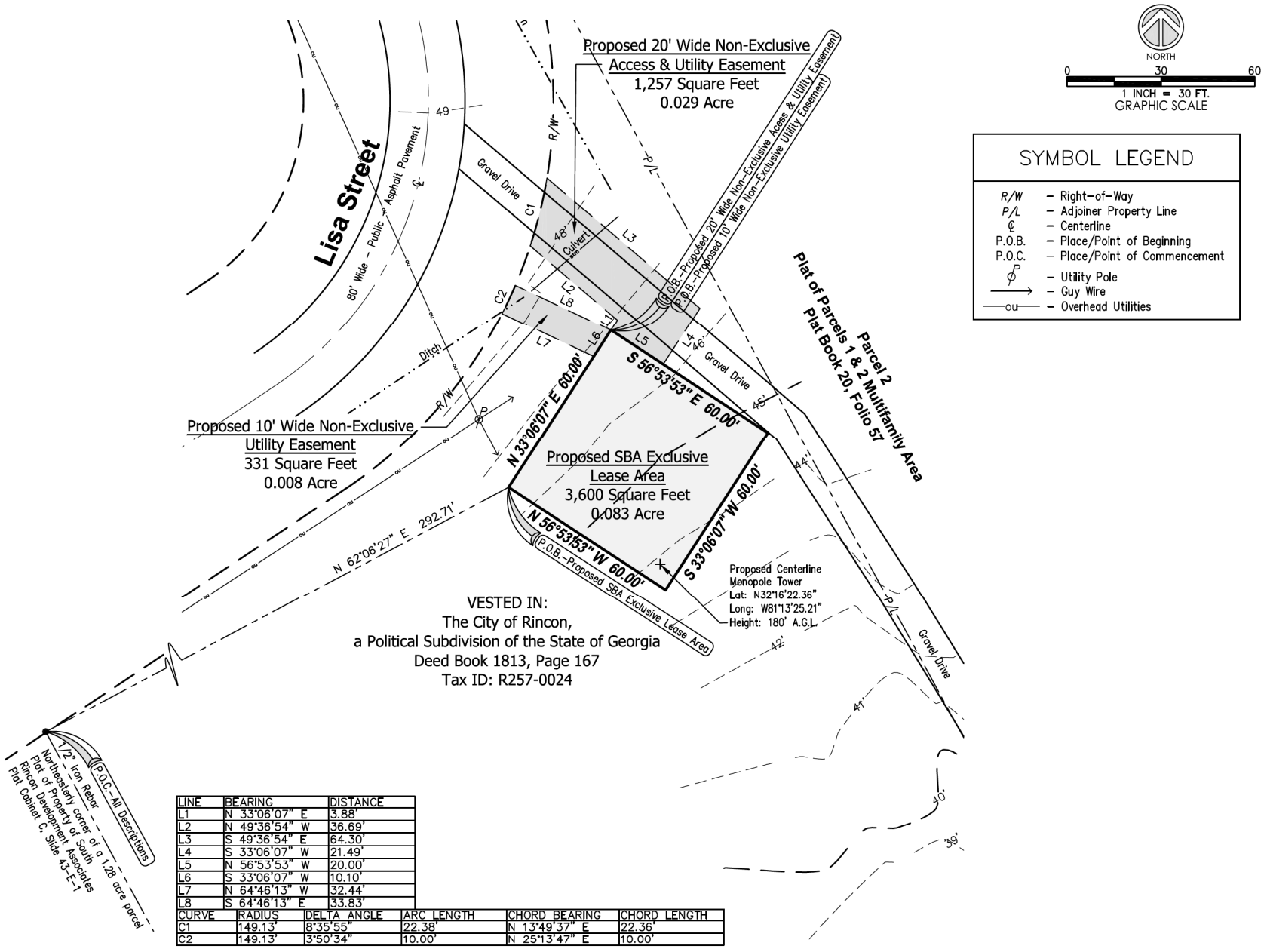
CERTA TOWER SERVICES LLC
911 Graham Road, Suite 45
Cuyahoga Falls, OH 44221
330.701.5850
orders@certasite.com
www.certasite.com

PIRKLE & ASSOCIATES SURVEYING, INC.
783 Slater Dunmire Road
Glennville Georgia 30427
Email: pirkleir @ windstream.ne
Phone 912-654-3298 Cell 912-237-7770
Ga. LSF 000232

Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By:	STP	Scale:	None
Date:	07.09.26	Sheet:	2 of 3
Certa Project No.	2827		

GEORGIA PROFESSIONAL No. 2792 LAND SURVEYOR KEITH P PIRKLE



LINE	BEARING	DISTANCE
L1	N 33°06'07" E	3.88'
L2	N 49°36'54" W	36.69'
L3	S 49°36'54" E	64.30'
L4	S 33°06'07" W	21.49'
L5	N 56°53'53" W	20.00'
L6	S 33°06'07" W	10.10'
L7	N 64°46'13" W	32.44'
L8	S 64°46'13" E	33.83'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	149.13'	8°35'55"	22.38'	N 13°49'37" E	22.36'
C2	149.13'	3°50'34"	10.00'	N 25°13'47" E	10.00'

NORTH
0 30 60
1 INCH = 30 FT.
GRAPHIC SCALE

SYMBOL LEGEND

R/W	– Right-of-Way
P/L	– Adjoiner Property Line
℄	– Centerline
P.O.B.	– Place/Point of Beginning
P.O.C.	– Place/Point of Commencement
ϕ	– Utility Pole
→	– Guy Wire
—OU—	– Overhead Utilities

PRELIMINARY SURVEY

Lisa Street
Rincon, GA 31326

SITE ID#: GA18BAE-S
SITE NAME: Lisa Street

CERTA TOWER SERVICES LLC
911 Graham Road, Suite 45
Cuyahoga Falls, OH 44221
330.701.5850
orders@certasite.com
www.certasite.com

PIRKLE & ASSOCIATES SURVEYING, INC.
783 Slater Dunwoody Road
Glennville Georgia 30427
Email: pirkleir @ windstream.ne
Phone 912-654-3298 Cell 912-237-7770
Ga. LSF 000232

SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

Note: This survey does not represent a boundary survey of the parent parcel.

Drawn By: STP | Scale: 1"=30'
Date: 07.09.26 | Sheet: 3 of 3
Certa Project No. 2827

GEORGIA PROFESSIONAL LAND SURVEYOR
No. 2792
KEITH P PIRKLE

NOTES:

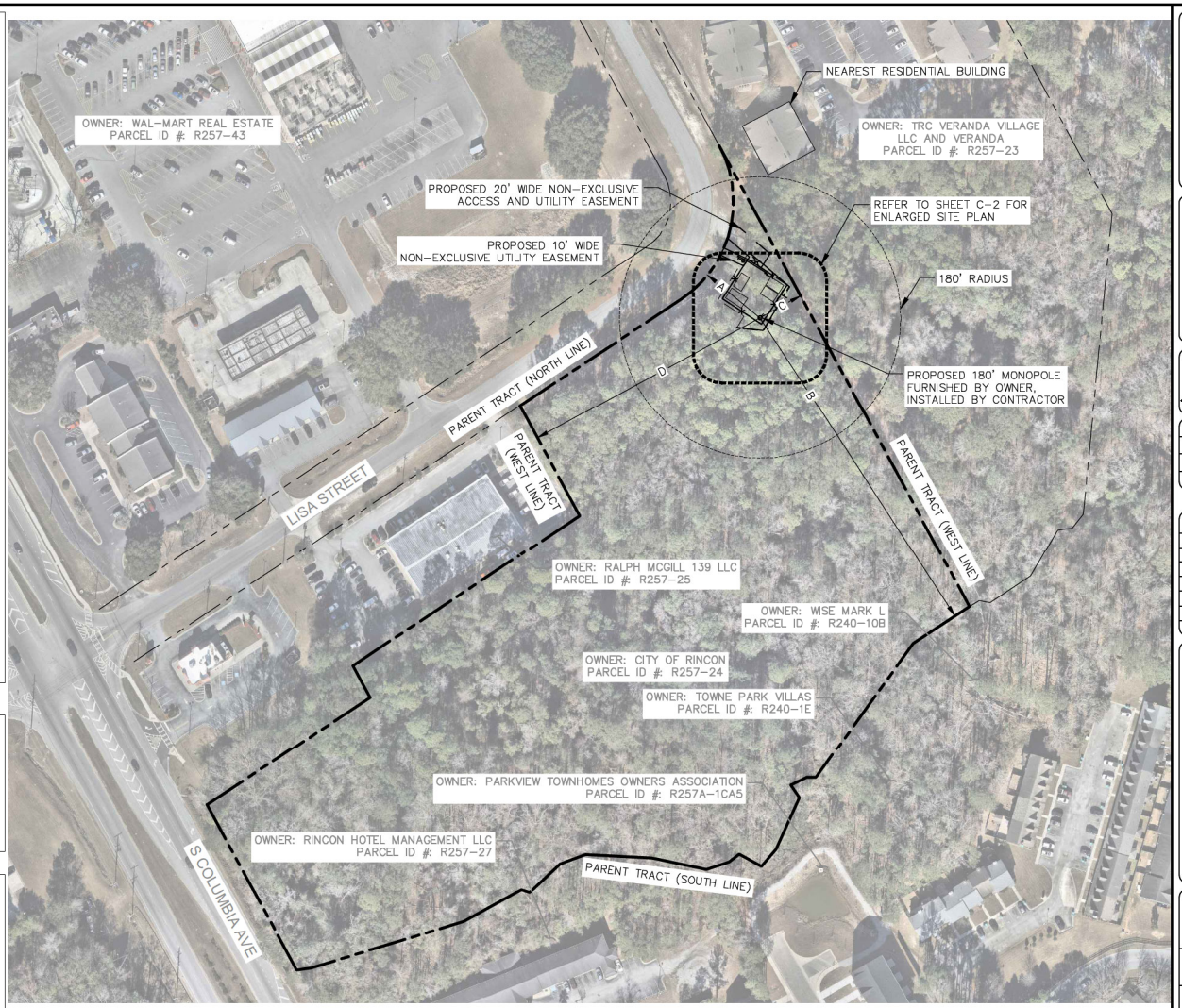
1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE LEASE AREA AND ALL EASEMENTS PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT.
4. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
6. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING" SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KIMLEY-HORN AND ASSOCIATES IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.
8. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
9. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
10. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL COVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
11. AT THE TIME THE CONSTRUCTION DRAWINGS WERE COMPLETED, KIMLEY-HORN AND ASSOCIATES DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.

NOTES:

1. ALL PROPOSED ACCESS AND UTILITY EASEMENT LOCATIONS SHOWN ARE SUBJECT TO CHANGE.
2. PROPERTY LINES ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE CONFIRMED ONCE SURVEY IS ORDERED.
3. LOCATIONS OF ALL EXISTING EASEMENTS AND UNDERGROUND LINES SHOWN ARE APPROXIMATE. INFORMATION PROVIDED BY OTHERS. FIELD VERIFY PRIOR TO CONSTRUCTION.

NOTES:

1. FCC REQUIRES SIGNS TO BE PROVIDED AND INSTALLED AS NECESSARY.
2. "HIGH VOLTAGE-DANGER" SIGN INSTALLED ON GATE AND SIGN SHALL NOT EXCEED 1 SF IN AREA.
3. 8' HIGH CHAIN-LINK FENCE AND LOCKED ENTRY GATE.
4. WATER AND SEWER SERVICES ARE NOT REQUIRED AT THIS SITE.



DIRECTION	PROPOSED TOWER SETBACK
(A) NORTH	86'-7"
(B) SOUTH	455'-10"
(C) EAST	58'-9"
(D) WEST	323'-8"

FLOOD ZONE INFORMATION:

FLOOD ZONE:	X
PANEL NUMBER:	13103C0288E
EFFECTIVE DATE:	03/16/2015
FLOOD ELEV.	N/A

PARENT TRACT SITE DATA:
SITE AREA: 420,789.6± SF = 9.66± AC
LEASE PARCEL AREA: 3,600 SF = 0.08± AC

COORDINATES: (CENTER OF TOWER)
LAT: 32° 16' 21.11" N (NAD 83/2011)
LON: 81° 13' 24.27" W (NAD 83/2011)
ELEVATION: 43.9' AMSL± NAVD 88 (PER SURVEY)

GRAPHIC SCALE
0 75 150 300
(IN FEET)
NORTH

SCALE: 1" = 150'

1 SITE PLAN

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
11720 AMBER PARK DRIVE
SUITE 600
ALPHARETTA, GA 30009
(770) 619-4280
WWW.KIMLEY-HORN.COM

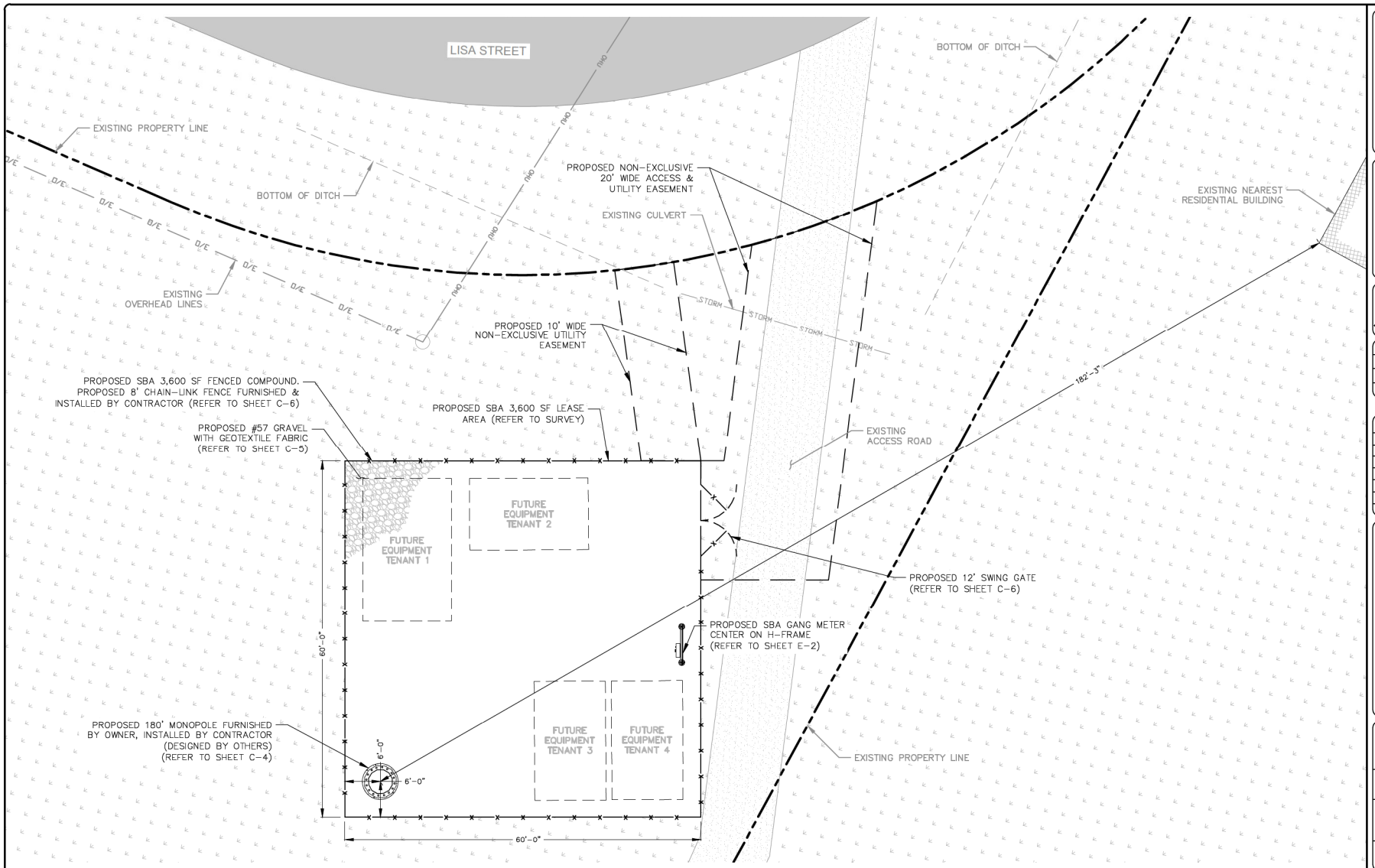
THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: OVERALL SITE PLAN
SHEET NUMBER: C-1
REVISION: 0



1 | ENLARGED SITE PLAN

SCALE: 1" = 16'

SBA

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn

11720 AMBER PARK DRIVE
SUITE 600
ALPHARETTA, GA 30009
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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

SITE ADDRESS: LISA STREET RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: ENLARGED SITE PLAN

SHEET NUMBER: C-2

REVISION: 0

DRAINAGE CALCULATIONS:

1. GENERAL SITE PLAN INFORMATION:
   GRAVEL COMPOUND AREA: 60' X 60' = 3,600 SQ. FT
   TOTAL SITE AREA = 3,600 SQ. FT.

IMPERVIOUS AREA:
   PROPOSED TOWER FOUNDATION = 50 SQ. FT.
   PROPOSED FUTURE EQUIPMENT SLABS = 860 SQ. FT.
   EQUIPMENT SLAB, 1 CARRIER @ 360 SQ. FT. EACH
   EQUIPMENT SLABS, 3 CARRIERS @ 150 SQ. FT. EACH

TOTAL IMPERVIOUS AREA: 860 SQ. FT.
TOTAL PERVIOUS AREA: 2,740 SQ. FT.

2. CALCULATED REQUIRED STORAGE RUNOFF:

   2.1 1/2" OF RUNOFF OVER TOTAL SITE
   Q = 3,600 SQ. FT. * 1/2" * 1'/12"
   Q = 150.0 CU. FT.

   OR

   2.2 2.5" * % IMPERVIOUS OVER TOTAL SITE
   % IMPERVIOUS = 860 / 3,600
   % IMPERVIOUS = 0.24
   Q = 2.5" * 1'/12" * 0.24 * 3,600
   Q = 180.0 CU. FT.

3. STORAGE VOLUME PROVIDED:
   COMPOUND:
   NO. 57 STONE COMPOUND, 4" LAYER, 3,600 SQ. FT. COMPOUND.
   ASSUME 40% VOIDS RATIO.
   RETENTION VOLUME PROVIDED = (3,600 SQ. FT. – 860 SQ. FT.)
   * 0.4 * 4"/12" =361.7 CU. FT.

   TOTAL RETENTION VOLUME = 361.7 CU. FT.

RETENTION VOLUME PROVIDED IS GREATER THAN REQUIRED STORAGE VOLUME

NOTE:

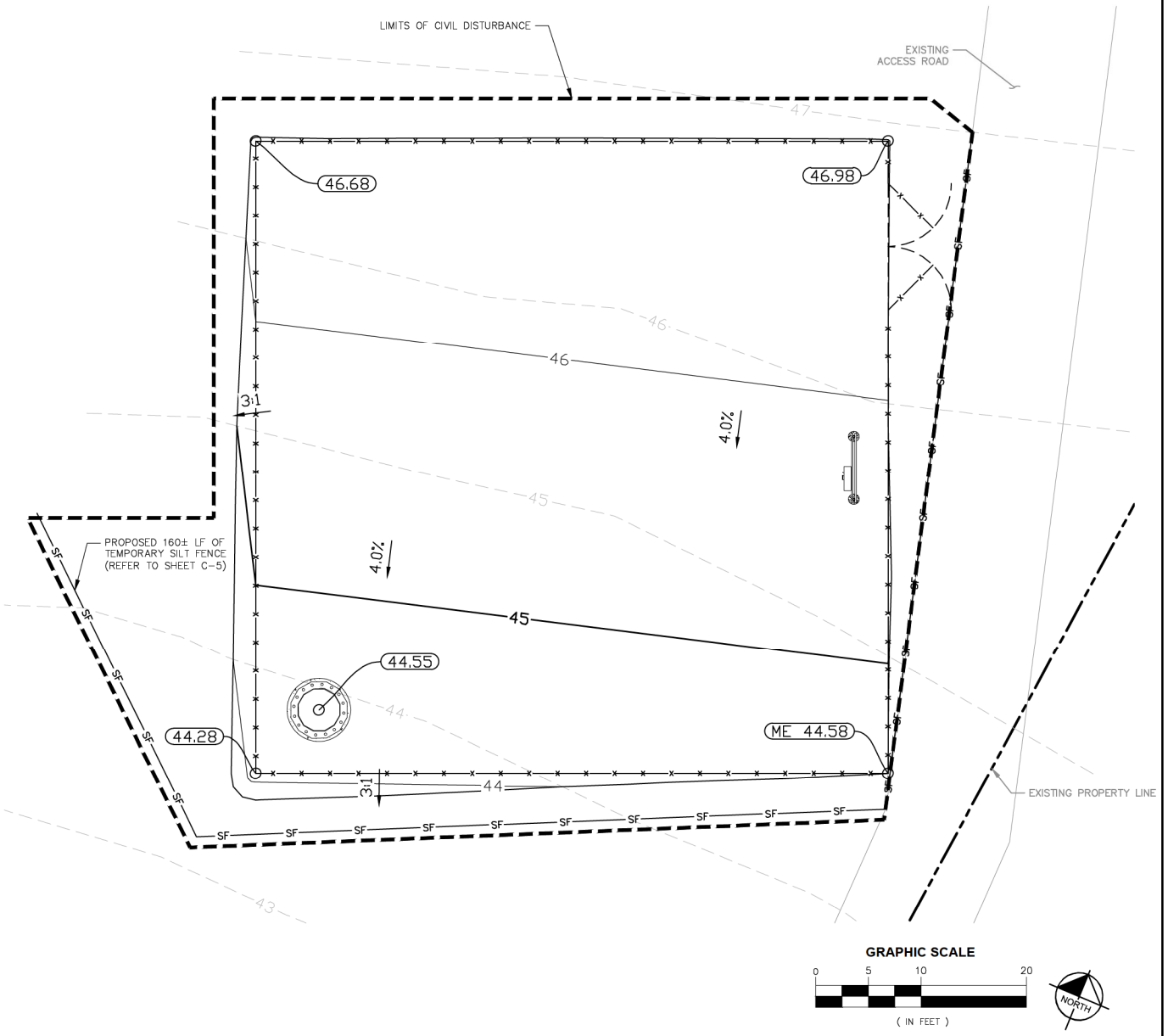
1. CONTRACTOR REQUIRED TO PROVIDE POSITIVE DRAINAGE "OFF" LEASE AREA.

GRADING NOTES:

1. ALL ELEVATIONS ARE FINISHED GRADE.
2. ENSURE POSITIVE DRAINAGE FROM SITE AT ALL TIMES.
3. PLACE GEOTEXTILE FILTER UNDER COMPOUND.
4. USE MIRAFI (#500X) OR EQUIVALENT.
   SLOPES 2:1 OR STEEPER MUST BE LINED WITH GEO FABRIC, MIRAFI 60 MIL OR EQUIVALENT, AND HEAVY RIP–RAP STONE PLACED ON TOP OF FABRIC TO STABILIZE SLOPE.

LEGEND

——XXX'——	PROPOSED CONTOUR LINE
— —XXX'— —	EXISTING CONTOUR LINE
——S/F——	PROPOSED SILT FENCE
O – 125	SPOT ELEVATION
O – ME 125	MATCH EXISTING
2%	SLOPE ARROW
— — —	LIMITS OF CIVIL DISTURBANCE



1 | SITE GRADING PLAN

SCALE: 1" = 10'

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487–7483

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11720 AMBER PARK DRIVE
SUITE 600
ALPHARETTA, GA 30009
(770) 619–4280
WWW.KIMLEY–HORN.COM

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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

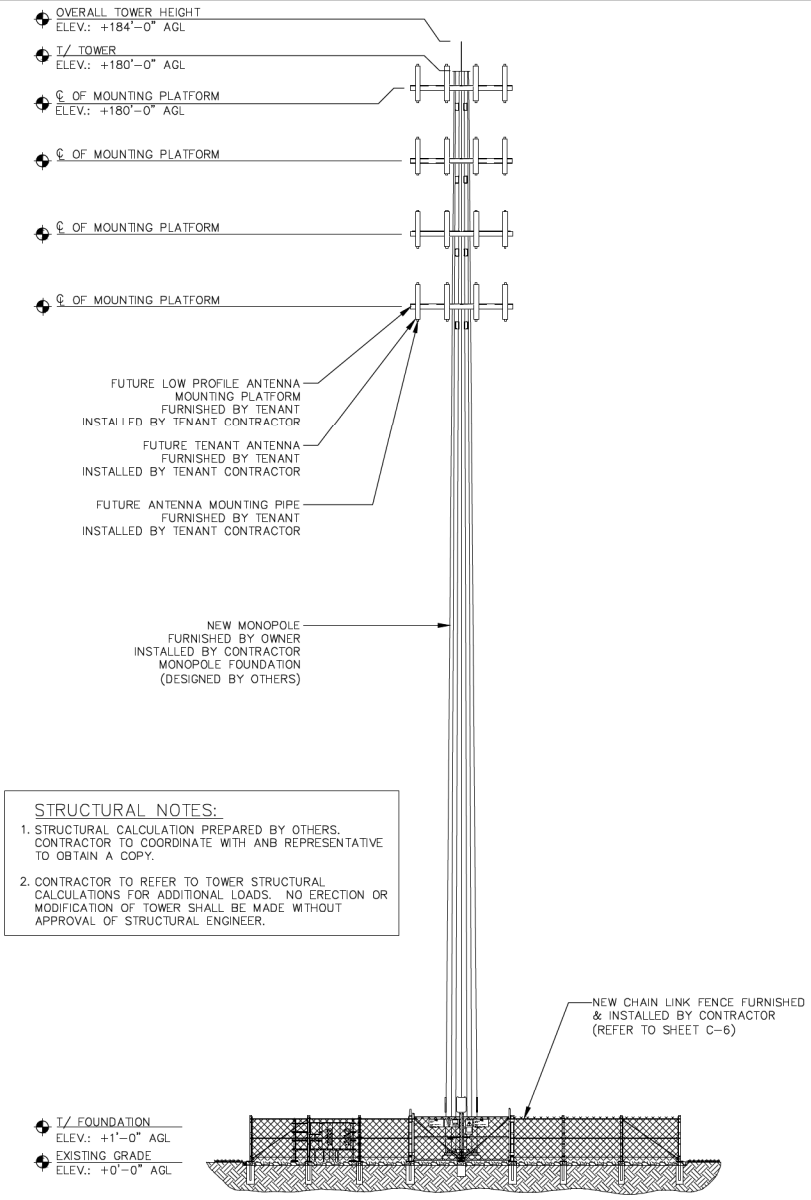
SITE ADDRESS: LISA STREET
RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: SITE GRADING PLAN

SHEET NUMBER: C-3

REVISION: 0



STRUCTURAL NOTES:

1. STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH ANB REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

1 | ELEVATION VIEW

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	10/01/26	ISSUED FOR REVIEW

SITE NAME:
LISA STREET

SITE NUMBER:
GA18BAE-S

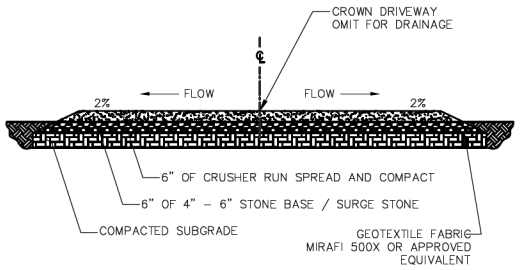
SITE ADDRESS:
LISA STREET
RINCON, GA 31326

DESIGN TYPE:
RAWLAND

SHEET TITLE:
SITE ELEVATIONS

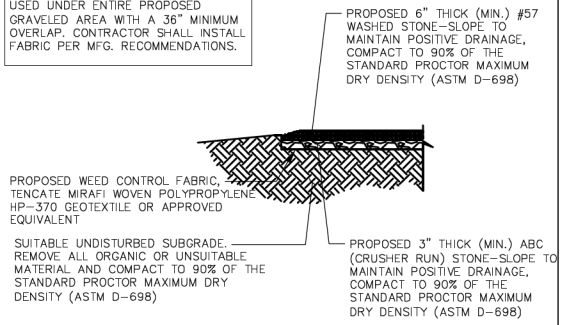
SHEET NUMBER: C-4
REVISION: 0

NOTE:
WEED CONTROL FABRIC SHALL BE USED UNDER ACCESS DRIVE WITH A 36" MINIMUM OVERLAP. CONTRACTOR SHALL INSTALL FABRIC PER MFG. RECOMMENDATIONS.

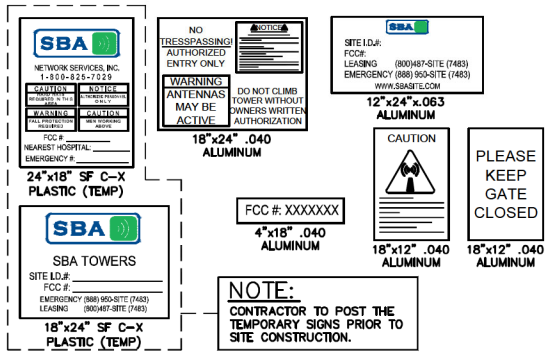


1 ACCESS DRIVE DETAIL SCALE: N.T.S.

NOTE:
WEED CONTROL FABRIC SHALL BE USED UNDER ENTIRE PROPOSED GRAVELED AREA WITH A 36" MINIMUM OVERLAP. CONTRACTOR SHALL INSTALL FABRIC PER MFG. RECOMMENDATIONS.



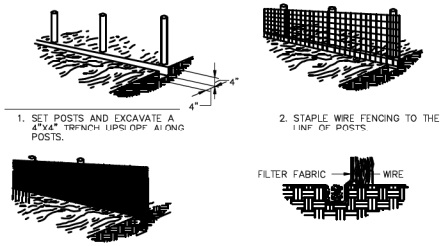
2 COMPOUND FINISH DETAIL SCALE: N.T.S.



3 SIGN DETAIL SCALE: N.T.S.

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION. INSTALL SILT FENCE AS SHOWN WHERE ADDITIONALLY REQUIRED FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS.
2. CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE OR EXCESSIVE SILTATION. MAINTENANCE SHALL INCLUDE CLEANING BUILT–UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
3. THE EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
4. HAY BALES SHALL NOT BE USED AS EROSION CONTROL.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES FOR CONSTRUCTION TO PREVENT THE DIVERSION OF SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
7. CONTRACTOR SHALL PREVENT TRACKING OF SEDIMENT OUTSIDE OF CONSTRUCTION LIMITS. THIS MAY REQUIRE CLEANING AND/OR WASHING OF DEBRIS AND SEDIMENT FROM ALL VEHICLES PRIOR TO EXITING THE SITE. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY THROUGHOUT THE DAY OR AT THE END OF EVERY DAY AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
8. ANY DEBRIS AND/OR SEDIMENT EXITING THE SITE DUE TO TRACKING OR FAILURE OF A SITE BMP SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR BY A METHOD OTHER THAN FLUSHING. CONTRACTOR SHALL ALSO IMMEDIATELY REPAIR ANY BMPS THAT HAVE FAILED AND/OR INSTALL ADDITIONAL BMPS TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.



SILT FENCE

4 EROSION CONTROL DETAIL SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487–7483

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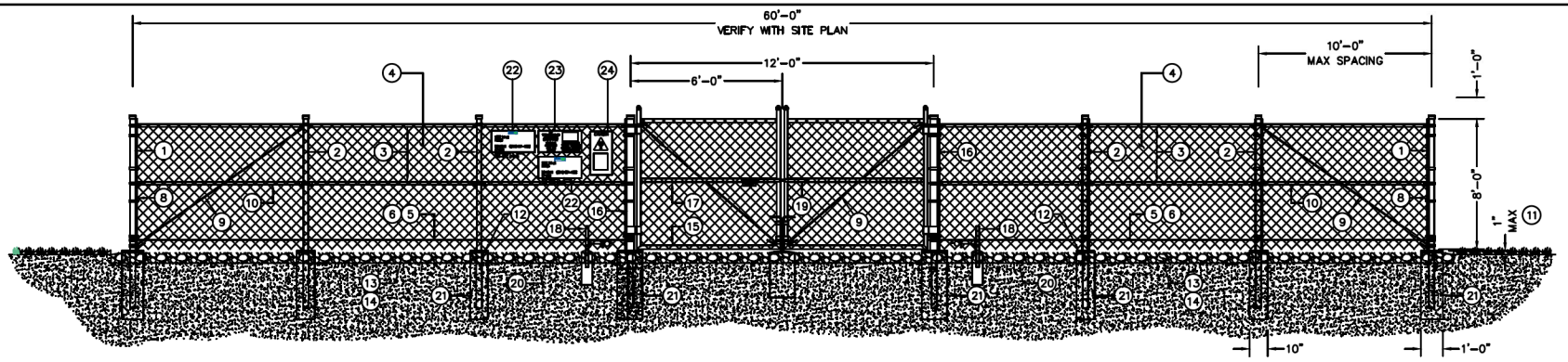
A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

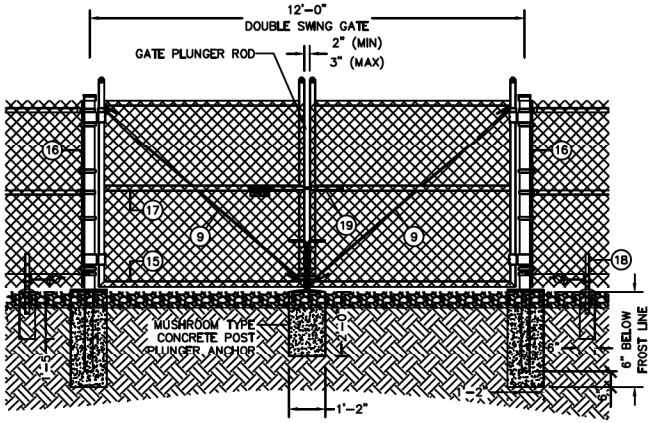
NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: SITE DETAILS

SHEET NUMBER: C-5
REVISION: 0



1 TYPICAL FENCING DETAIL SCALE: N.T.S.



2 DOUBLE-SWING GATE DETAIL SCALE: N.T.S.

GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F- 900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUIVALENT).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
8. MUSHROOM ANCHOR & PLUNGER REQUIRED FOR GATE.
9. G.C. RESPONSIBLE FOR SBA COMBO GATE LOCK

4 GENERAL NOTES

BALLOON REFERENCE NOTES:

1. CORNER, END OR PULL POST: 3" O.D. SCHEDULE 40 PIPE.
2. LINE POST: 2 1/2" NOMINAL SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUIVALENTLY SPACED AT MAXIMUM 10'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1-5/8"O.D. STANDARD ROUND PIPE, PER ASTM-F1083.
4. FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: 9 GA ALUMINUM. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED 12" O.C. POSTS/GATES AND 24" RAILS/WIRE.
6. TENSION WIRE: 9 GA ALUMINUM
7. N/A
8. 3/16" X 3/4" (MIN) FULL HEIGHT STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" NOMINAL PIPE.
11. 1" MAXIMUM CLEARANCE FROM FINISH GRADE.
12. FENCE POST FOUNDATION TO BE 1" FINISH ABOVE FINISHED GRADE
13. 6" COMPACTED BASE MATERIAL
14. FINISH GRADE SHALL BE UNIFORM AND LEVEL.
15. WELDED GATE FRAME: 2" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
16. GATE POST 4" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
17. GATE FRAME BRACE RAIL: 1 1/2" NOMINAL PIPE, PER ASTM-F1083.
18. DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
19. STYMIE LOCK MULTI-TENANT LOCKING DEVICE
20. GEOTEXTILE FABRIC
21. CONCRETE FOUNDATION (MIN 4000 PSI). MINIMUM DEPTH: 6" BELOW FROST LINE
22. 12" x 24" SBA SITE INFORMATION SIGN.
23. 12" x 24" NO TRESPASSING SIGN.
24. 12" x 24" RF CAUTION SIGN.

5 FENCING NOTES

SBA TOWERS X, LLC.
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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

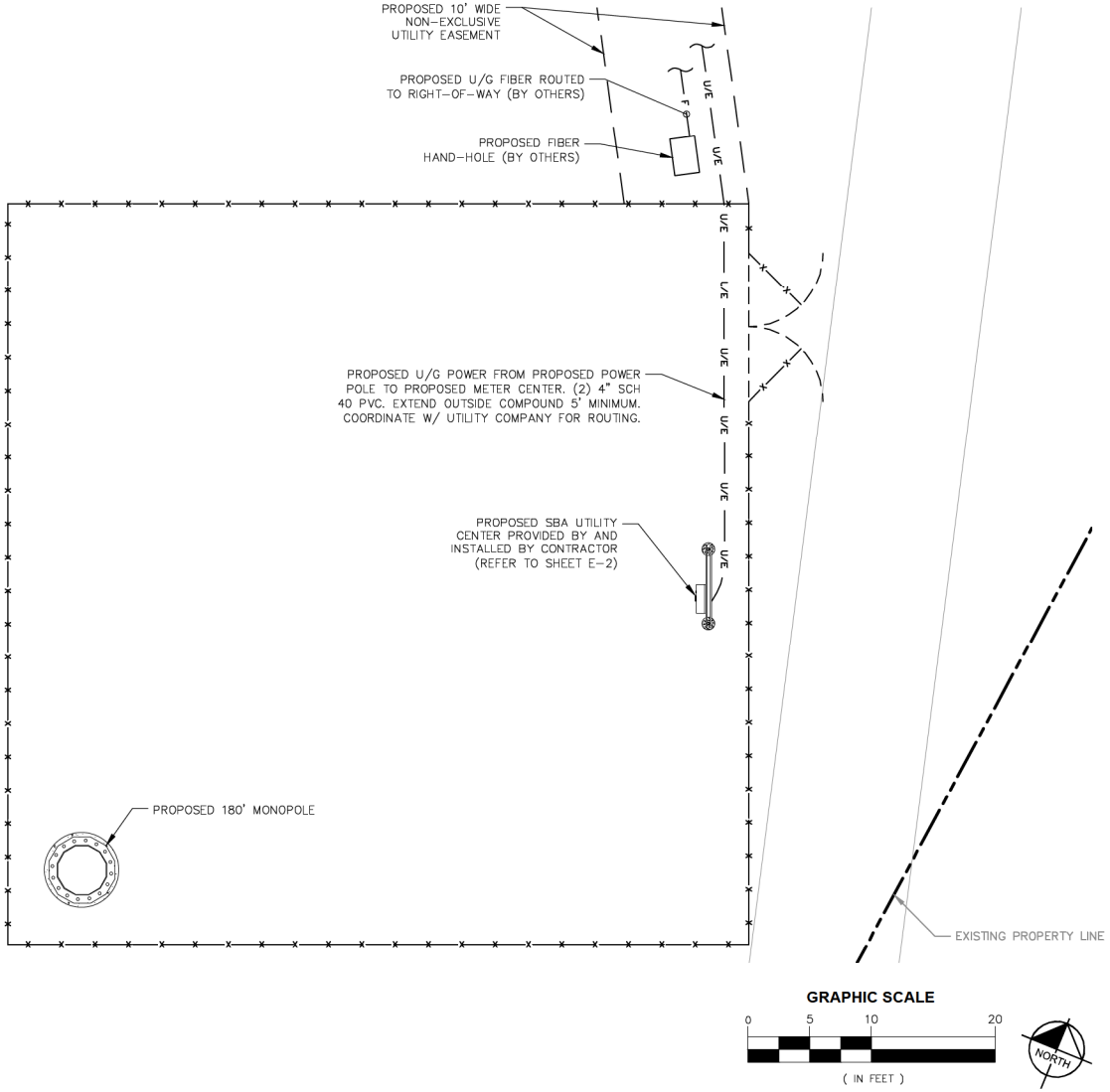
REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: FENCE DETAILS
SHEET NUMBER: C-6
REVISION: 0

NOTE:

1. **ALL WORK, INCLUDING BUT NOT LIMITED TO ROUTES, CONDUIT SIZES, AND CONTENTS SHALL BE CONFIRMED AND COORDINATED WITH UTILITY PROVIDER BY CONTRACTOR PRIOR TO COMMENCEMENT (REFER TO UTILITY COORDINATION BY OTHERS)**



1 | **UTILITY SITE PLAN**

SCALE: 1" = 10'

GENERAL ELECTRICAL NOTES

1.) ALL ELECTRICAL WORK SHALL CONFORM TO NATIONAL ELECTRIC CODE, LATEST ADOPTED EDITION, AND LOCAL CODES.

2.) ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH SBA SPECIFICATIONS.

3.) CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT & DISCREPANCIES.

4.) ELECTRICAL PLANS, DETAILS, AND DIAGRAMS ARE DIAGRAMMATIC ONLY. FIELD CONDITIONS DICTATE THE AMOUNT AND LOCATION OF EQUIPMENT.

5.) ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPA, AND "UL" LISTED.

6.) THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY THE NEC, AND ALL APPLICABLE LOCAL CODES.

7.) ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING GREATER THAN THE UTILITY FAULT CURRENT.

8.) FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS AND INSTRUCTIONS.

9.) PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.

10.) PROVIDE SBA WITH ONE SET OF COMPLETE ELECTRICAL "AS-BUILT" DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.

11.) LABEL ALL ELECTRICAL EQUIPMENT PER SBA SPECIFICATIONS.

12.) ALL SINGLE-PHASE SELF-CONTAINED METER CONNECTION DEVICES MUST INCLUDE HORN TYPE BY-PASS PROVISION SO THAT SERVICE WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.

13.) ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE "RODENT PROOFED" WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR (AS NEEDED).

14.) ALL INTERIOR CONDUITS AND BUSHINGS SHALL BE EMT. ALL EXTERIOR SHALL BE PVC UNLESS NOTED OTHERWISE. SEE SBA SPECIFICATIONS.

15.) NO SPOILS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER

16.) CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER. ONE TO IDENTIFY "SBA DISCONNECT" AND THE OTHER TO GIVE SITE ADDRESS.

CODES AND STANDARDS

ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
NEC	NATIONAL ELECTRICAL CODE, LATEST ADOPTED EDITION
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
UL	UNDERWRITERS LABORATORIES, INC.

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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

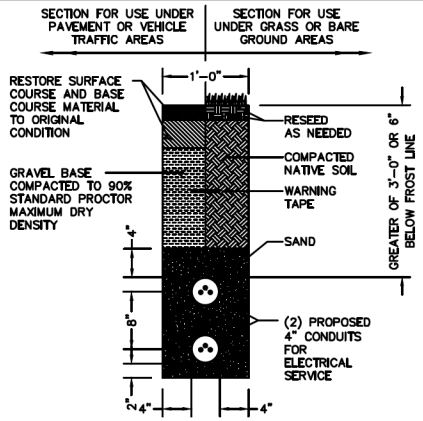
SITE ADDRESS: LISA STREET, RINCON, GA 31326

DESIGN TYPE: RAWLAND

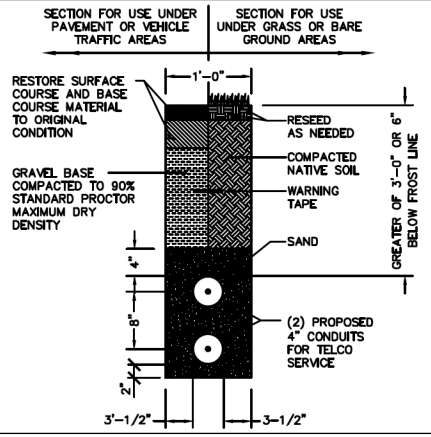
SHEET TITLE: UTILITY SITE PLAN

SHEET NUMBER: E-1

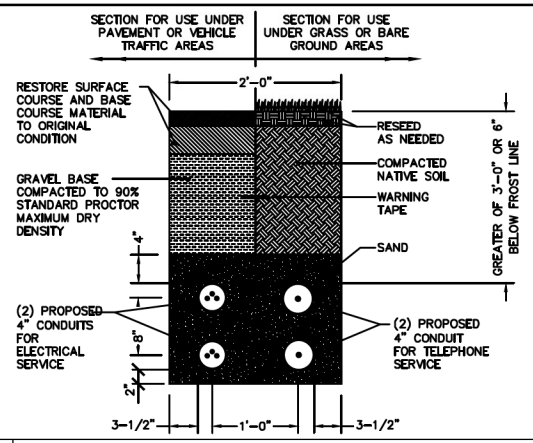
REVISION: 0



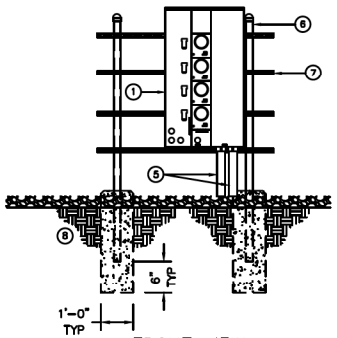
1 ELECTRICAL TRENCH DETAIL SCALE: N.T.S.



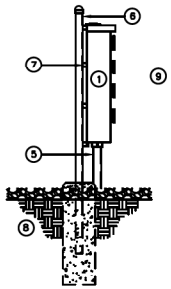
2 TELEPHONE TRENCH DETAIL SCALE: N.T.S.



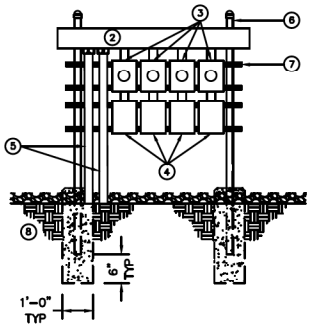
3 JOINT UTILITY TRENCH DETAIL SCALE: N.T.S.



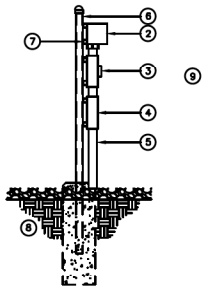
FRONT VIEW



SIDE VIEW



FRONT VIEW



SIDE VIEW

BALLOON REFERENCE NOTES:

1. 600A, 120/240V, 1 PHASE, 3 WIRE, 4 POSITION METERING CENTER (200A MAX CIRCUIT BREAKER) (SQUARE D METER PAK MPR64200, OR EQUIVALENT)
2. PROVIDE NEW UTILITY GUTTER, 72"X12"X12" MIN., PROVIDE TAPS AS REQUIRED
3. 200A, 120/240V, 1 PHASE, 3 WIRE, METER SOCKET WITH BYPASS HANDLE (EATON UHTRS213CE, OR EQUIVALENT)
4. 200A, 120/240V, 1 PHASE, NEMA 3R, FUSIBLE DISCONNECT (SQUARE D QO CATALOG #C0224NRB, OR EQUIVALENT)
5. (2) SCH. 40 PIPE FOR ELECTRIC SERVICE (SEE ONE LINE DIAGRAM)
6. 3" NOMINAL GALVANIZED STEEL PIPE WITH PIPE CAP
7. HORIZONTAL SUPPORT MEMBER (UNISTRUT P1000, OR APPROVED EQUIVALENT)
8. FOUNDATION 3'-0" DEPTH OR 6" BELOW FROST LINE, WHICHEVER IS GREATER
9. CONTRACTOR TO MAINTAIN 5'-0" MINIMUM CLEARANCE FROM FACE OF H-FRAME TO NEAREST OBSTRUCTION. MAINTAIN A 3'-0" MINIMUM CLEARANCE FROM FACE OF METER TO NEAREST OBSTRUCTION PER N.E.C.

4 UTILITY & TELCO H-FRAME DETAIL SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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11720 AMBER PARK DRIVE
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ALPHARETTA, GA 30009
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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

SITE ADDRESS: LISA STREET RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: UTILITY DETAILS

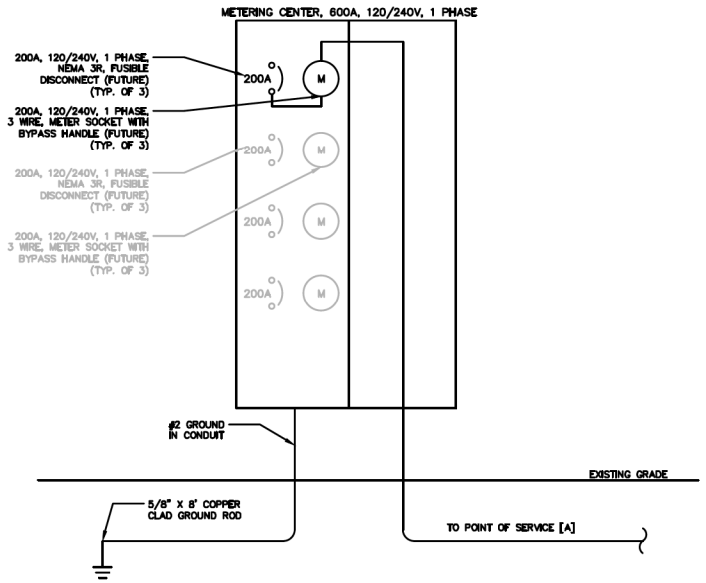
SHEET NUMBER: E-2

REVISION: 0

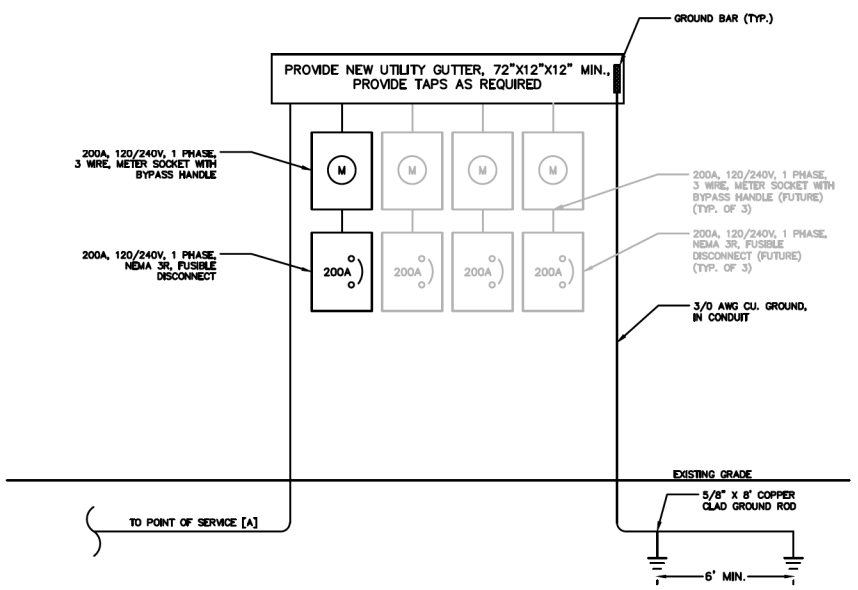
ELECTRICAL

CIRCUIT ID	VOLTS	MAX ONE WAY LENGTH OF RUN	CIRCUIT SIZE (2H+N)	CONDUIT ø
[A]	120/240V	300FT	2 PARALLEL SETS (3) 350 MCM	(2) 3-1/2"
		350FT	2 PARALLEL SETS (3) 400 MCM	(2) 3-1/2"
		450FT	2 PARALLEL SETS (3) 500 MCM	(2) 4"
		500FT	2 PARALLEL SETS (3) 600 MCM	(2) 4"
		600FT	2 PARALLEL SETS (3) 700 MCM	(2) 4"
		650FT	2 PARALLEL SETS (3) 750 MCM	(2) 4"

- CIRCUITS SIZED FOR LESS THAN 3.0% OF VOLTAGE DROP
- PARALLEL SETS OF WIRES, EACH SET IN SEPARATE CONDUIT
- ALL CIRCUITS SHALL BE CU, AWG, THWN



1 ELECTRICAL SINGLE-LINE DIAGRAM (OPTION 1) SCALE: N.T.S.



2 ELECTRICAL SINGLE-LINE DIAGRAM (OPTION 2) SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

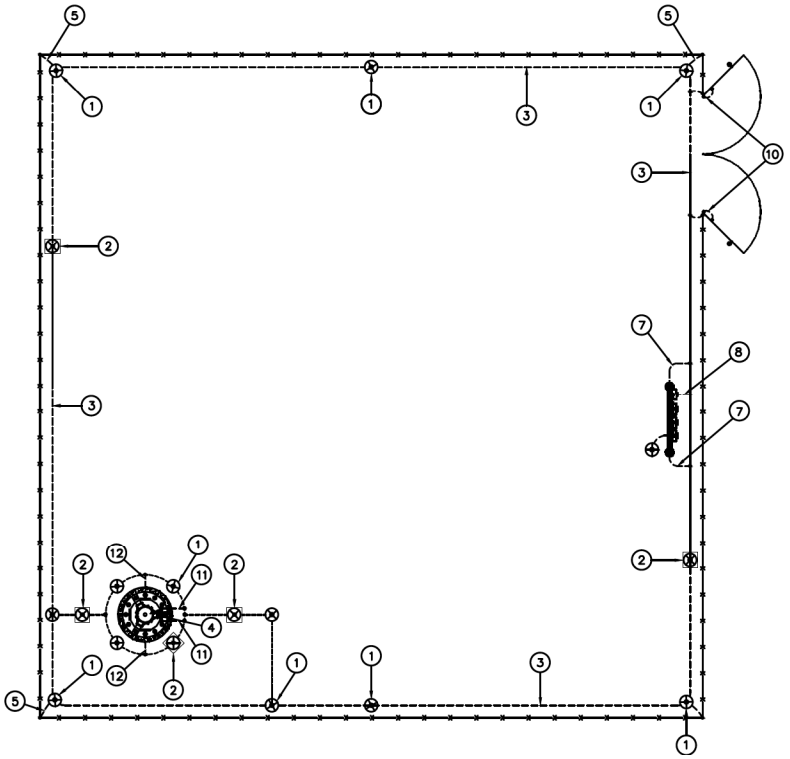
SITE ADDRESS: LISA STREET RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: SINGLE LINE DIAGRAM

SHEET NUMBER: E-3

REVISION: 0



NORTH

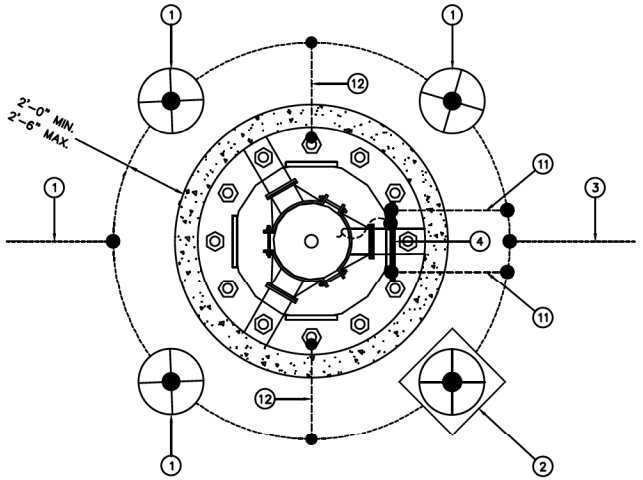
BALLOON REFERENCE NOTES:

1. 5/8"~X8' COPPER CLAD GROUND ROD BURIED 36" BELOW GRADE (MIN.)
2. GROUND ROD ACCESS WELL (MIN. OF 4 EACH PER COMPOUND)
3. #2 SOLID, TINNED, BARE COPPER WIRE GROUND RING (CONTINUOUS STRAND)
4. 1/4"X4"X20" TINNED COPPER GROUND BAR. 2 TYP, AT BASE AND TOP OF TOWER. MOUNT DIRECT TO TOWER, DO NOT ISOLATE.
5. #2 SOLID, TINNED, BARE COPPER WIRE GROUND LEAD TO FENCE CORNER POST.
6. N/A
7. #2 SOLID, TINNED, BARE COPPER WIRE GROUND LEAD TO UTILITY H-FRAME SUPPORT POST
8. SERVICE ENTRANCE GROUND TO DEDICATED GROUND ROD
9. N/A
10. #2 INSULATED, STRANDED COPPER BOND STRAP FROM GATE FRAME TO GATE POST. (TYP EACH GATE)
11. #2 SOLID, TINNED, BARE COPPER GROUND LEAD FROM GROUND BAR AT MONOPOLE BASE TO GROUND RING. ROUTE IN 3/4" FLEX CONDUIT AND WEATHERPROOF OPEN END. (2 TYPICAL)
12. #2 SOLID, TINNED, BARE COPPER GROUND LEAD FROM MONOPOLE BASE TO GROUND RING. (2 TYPICAL, 180° SEPARATION)

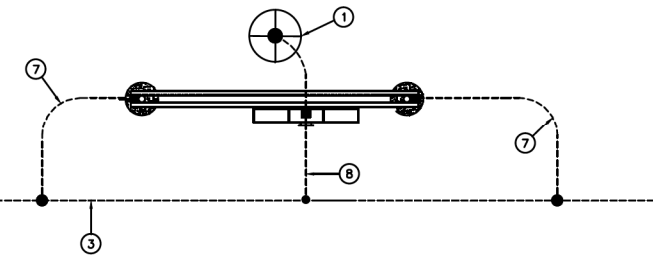
1 SITE GROUNDING PLAN (TYP.) N.T.S.

SYMBOLS LEGEND

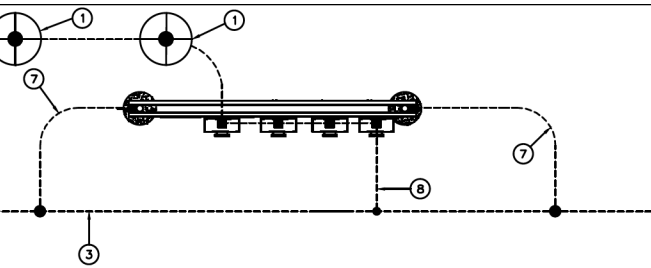
- GROUND ROD WITH ACCESS
- GROUND ROD
- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GROUND BAR
- GROUND WIRE



2 ENLARGED GROUNDING PLAN @ TOWER BASE (TYP) N.T.S.



3 ENLARGED GROUNDING PLAN @ UTILITY H-FRAME (OPTION 1) N.T.S.



4 ENLARGED GROUNDING PLAN @ UTILITY H-FRAME (OPTION 2) N.T.S.

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BOCA RATON, FL 33487
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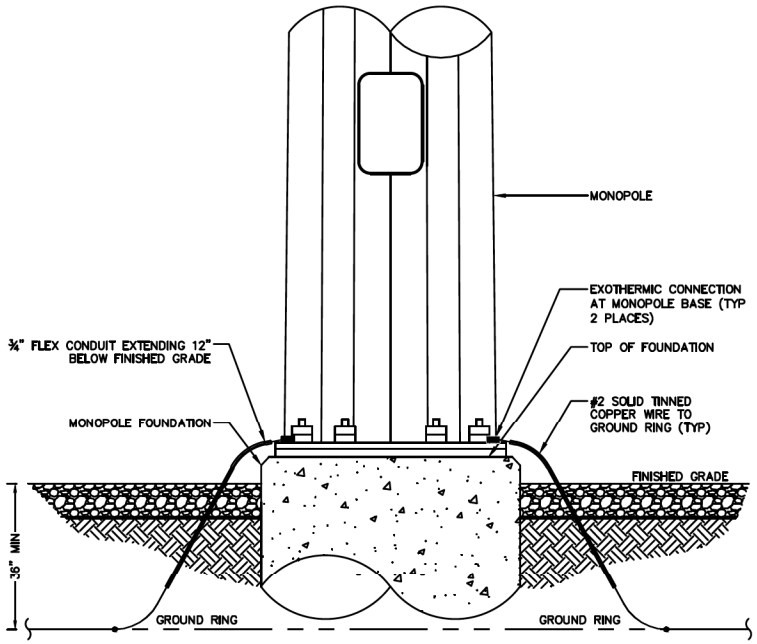
REVISIONS

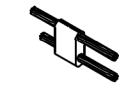
NO.	DATE	DESCRIPTION
1	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET, RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: GROUNDING PLAN & DETAILS
SHEET NUMBER: EG-1
REVISION: 0



1 GROUNDING @ TOWER BASE SCALE: N.T.S.

CADWELD CONNECTIONS
(OR APPROVED EQUIVALENT)



PARALLEL HORIZONTAL CONDUCTORS
PARALLEL THROUGH CONNECTION OF HORIZONTAL CABLES TYPE PT



HORIZONTAL STEEL SURFACE
TO FLAT STEEL SURFACE OR HORIZONTAL PIPE TYPE HS



THROUGH CABLE TO GROUND ROD
THROUGH CABLE TO TOP OF GROUND ROD TYPE GT



VERTICAL STEEL SURFACE
CABLE DOWN AT 45° TO VERTICAL STEEL SURFACE INCLUDING PIPE TYPE VS



HORIZONTAL SPLICE
SPLICE OF HORIZONTAL CABLES



VERTICAL PIPE
CABLE DOWN AT 45° TO RANGE OF VERTICAL PIPES TYPE VS

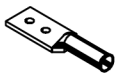
BURNDY CONNECTIONS
(OR APPROVED EQUIVALENT)



"C" CONNECTOR
HYPRESS TYPE YGHC

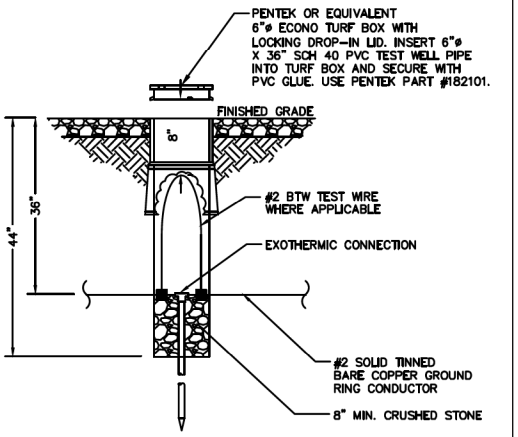


BOND JUMPER
FIELD FABRICATED GREEN STRANDED INSULATED TYPE 2-YA-2

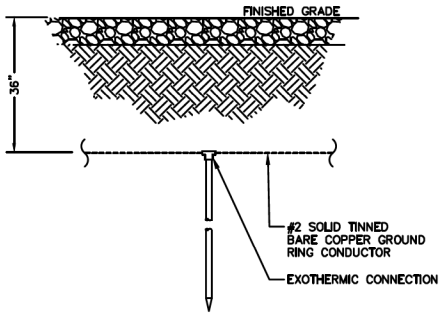


COPPER LUGS
TWO HOLE – LONG BARREL LENGTH TYPE YA-2

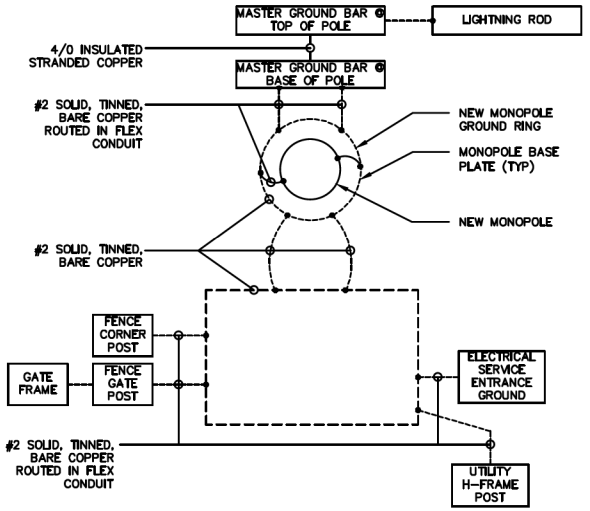
2 TYPICAL WELDING CONNECTIONS SCALE: N.T.S.



3 ACCESS WELL DETAIL SCALE: N.T.S.



4 GROUNDING ROD DETAIL SCALE: N.T.S.



5 SINGLE-LINE DIAGRAM SCALE: N.T.S.

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(770) 619-4280
WWW.KIMLEY-HORN.COM

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A&E PROJECT #:	241149186
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	10/01/26	ISSUED FOR REVIEW

SITE NAME: LISA STREET
SITE NUMBER: GA18BAE-S
SITE ADDRESS: LISA STREET RINCON, GA 31326
DESIGN TYPE: RAWLAND
SHEET TITLE: GROUNDING DETAILS

SHEET NUMBER: EG-2
REVISION: 0

May 20, 2026

Shane Smith
SBA Network Services
8051 Congress Ave
Boca Raton, FL 33487

RE: Proposed 180' Sabre Monopole Lisa Street, GA (25-4767-R1)

Dear Mr. Smith,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 131 mph and 31 mph + .41" ice, Risk Category II, Exposure Category C, and Topographic Method 1 "Flat terrain" in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-I-2023 "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. 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.

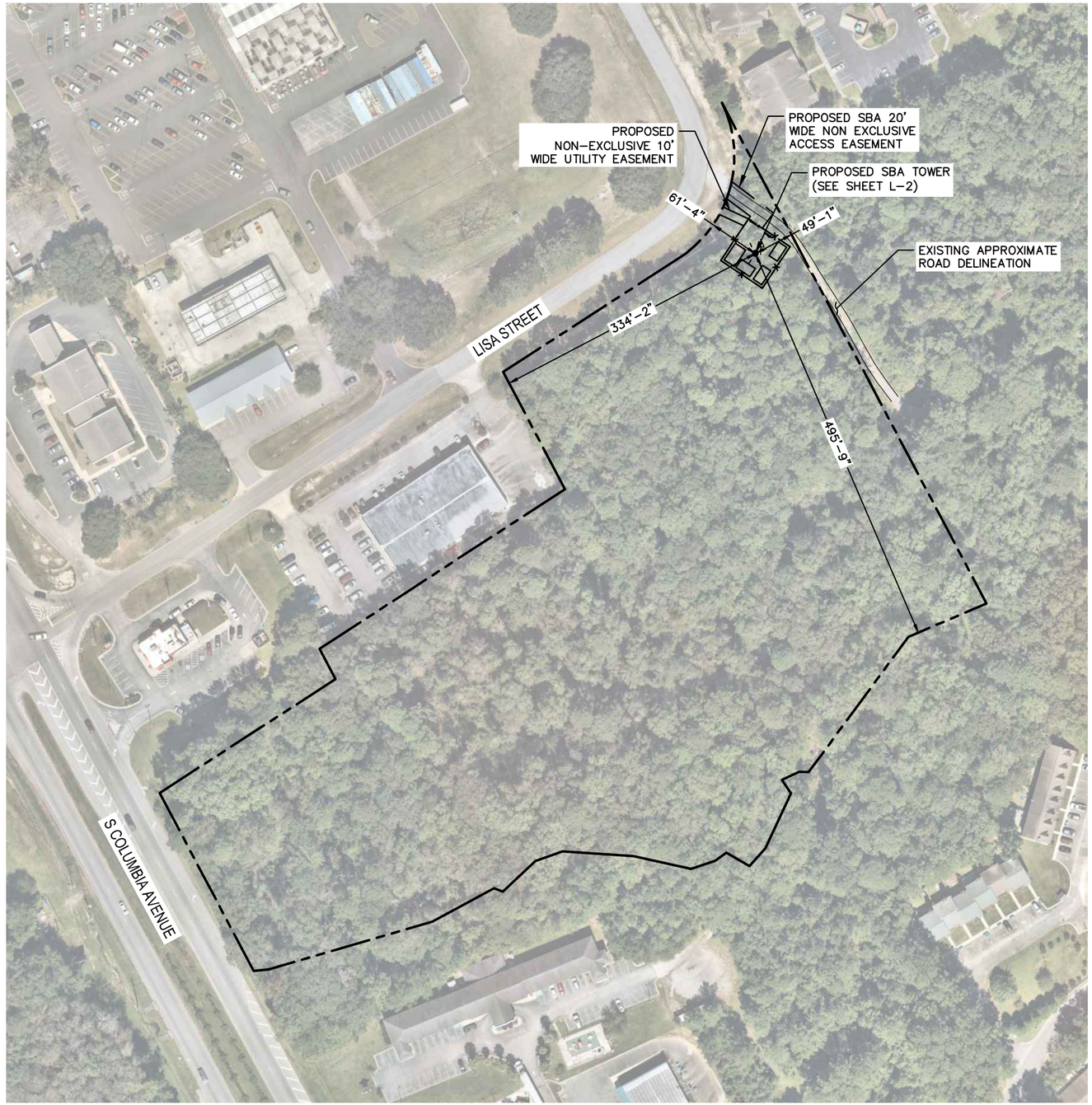
Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a 0' fall radius. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.*

Sincerely,

GEORGIA REGISTERED No. SE000658 PROFESSIONAL ENGINEER AMY R. HERBST

5/20/26

Amy R. Herbst, S.E.
Senior Design Engineer



SITE LIMITATIONS:

1. MULTIPLE GREEN SPACE LOCATIONS, BUT MOST INSIDE SETBACKS.
2. EXISTING ACCESS ROAD MAY PARTIALLY BE OUTSIDE OF PROPERTY, SURVEY TO CONFIRM.

ZONING:

1. GENERAL COMMERCIAL (GC) CLASSIFICATION.
2. TOWER REQUIRED SETBACK MINIMUM OF 100% OF TOWER HEIGHT PLUS 10 FEET FROM ADJOINING LOTS.
3. NO MAXIMUM HEIGHT STATED, HOWEVER IT IS ENCOURAGED TO BE LOCATED AT A HEIGHT ABOVE THE TREE LINE NO GREATER THAN NECESSARY TO REASONABLY ACCOMMODATE THE FACILITIES.

NOTES:

1. NO OPEN CUTTING OF PAVEMENT, EXCEPT IN THE ACCESS WAY. ONLY DIRECTIONAL DRILL OR JACK/BORE IS ALLOWED.
2. PROPERTY LINES ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE CONFIRMED ONCE SURVEY IS ORDERED.
3. LOCATIONS OF ALL EXISTING EASEMENTS AND UNDERGROUND LINES SHOWN ARE APPROXIMATE. INFORMATION PROVIDED BY OTHERS. FIELD VERIFY PRIOR TO CONSTRUCTION.

FEMA FLOOD MAP



1 OVERALL SITE PLAN

SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 4 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
5	04/29/26	REVISED PER COMMENTS
3	03/24/26	REVISED PER COMMENTS
2	10/09/25	REVISED PER COMMENTS
1	03/17/25	REVISED PER COMMENTS
0	08/14/24	ISSUED FOR REVIEW

NOT FOR CONSTRUCTION

SITE NAME: LISA STREET

SITE NUMBER: GA18BAE-S

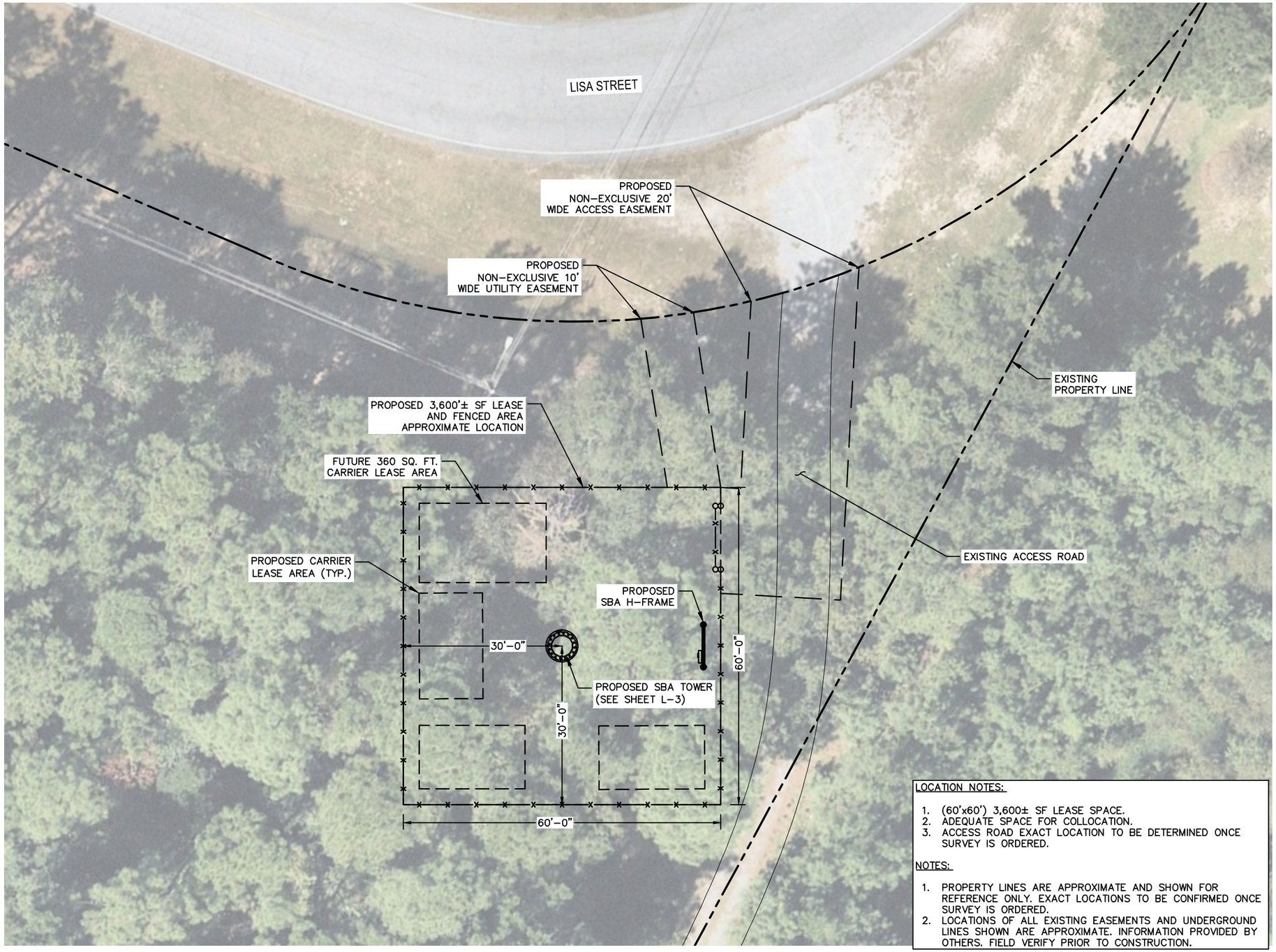
SITE ADDRESS: N HWY 21
RINCON, GA 31326

DESIGN TYPE: RAWLAND

SHEET TITLE: OVERALL PLAN

SHEET NUMBER: LE-1

REVISION: 4



LOCATION NOTES:

1. (60'x60') 3,600± SF LEASE SPACE.
2. ADEQUATE SPACE FOR COLLOCATION.
3. ACCESS ROAD EXACT LOCATION TO BE DETERMINED ONCE SURVEY IS ORDERED.

NOTES:

1. PROPERTY LINES ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE CONFIRMED ONCE SURVEY IS ORDERED.
2. LOCATIONS OF ALL EXISTING EASEMENTS AND UNDERGROUND LINES SHOWN ARE APPROXIMATE. INFORMATION PROVIDED BY OTHERS. FIELD VERIFY PRIOR TO CONSTRUCTION.

1 ENLARGED SITE PLAN

SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 4 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
6	04/29/26	REVISED PER COMMENTS
5	03/24/26	REVISED PER COMMENTS
4	10/09/25	REVISED PER COMMENTS
3	03/17/25	REVISED PER COMMENTS
2	08/14/24	ISSUED FOR REVIEW
1	08/14/24	ISSUED FOR REVIEW
0	08/14/24	ISSUED FOR REVIEW

NOT FOR CONSTRUCTION

SITE NAME:
LISA STREET

SITE NUMBER:
GA18BAE-S

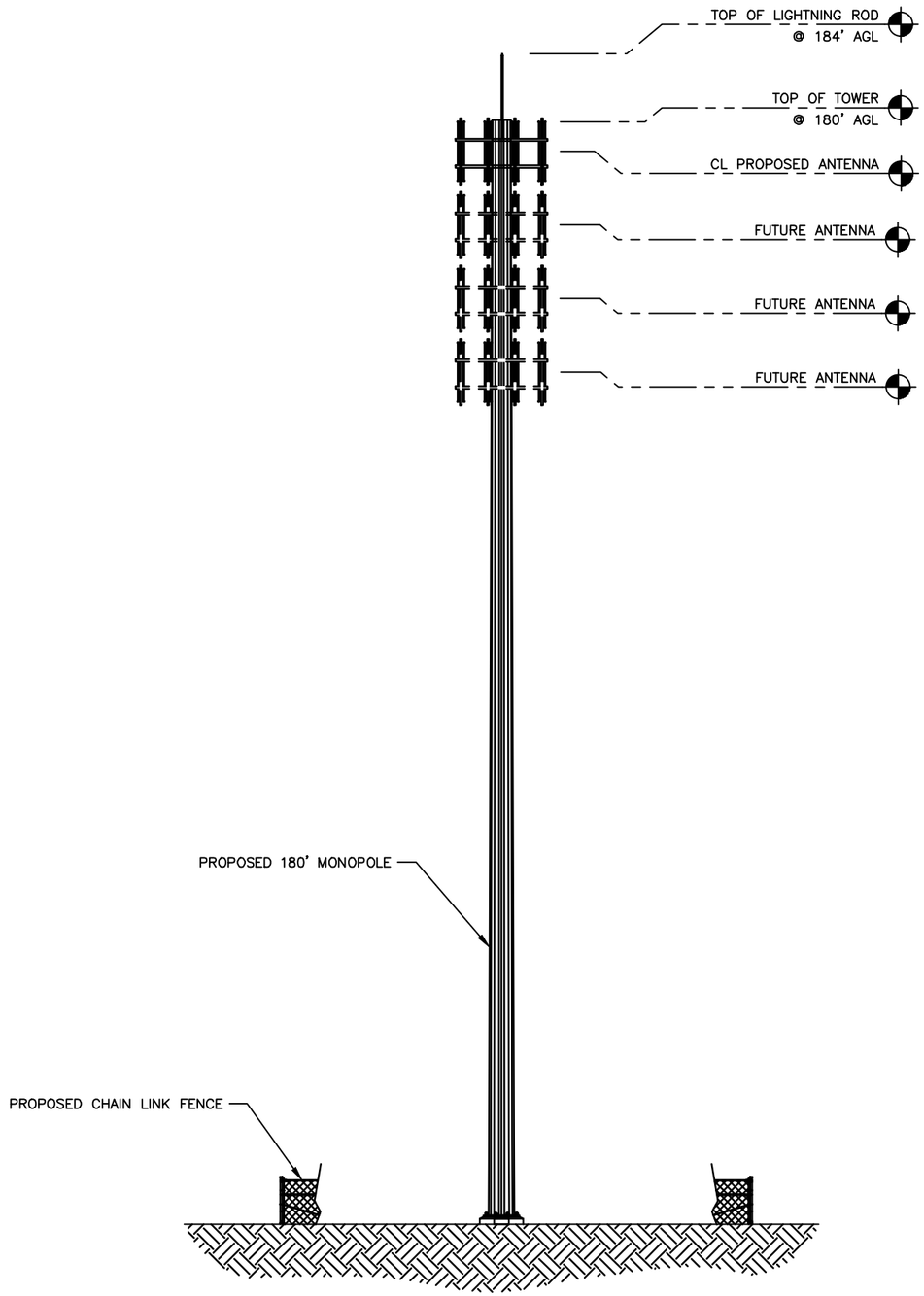
SITE ADDRESS:
N HWY 21
RINCON, GA 31326

DESIGN TYPE:
RAWLAND

SHEET TITLE:
ENLARGED PLAN

SHEET NUMBER: LE-2

REVISION: 4



1 ELEVATION VIEW

SCALE: N.T.S.

SBA

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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1920 WEKIVA WAY
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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 4 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
6	04/29/26	REVISED PER COMMENTS
5	03/24/26	REVISED PER COMMENTS
4	10/09/25	REVISED PER COMMENTS
3	03/17/25	REVISED PER COMMENTS
2	08/14/24	ISSUED FOR REVIEW

NOT FOR CONSTRUCTION

SITE NAME:
LISA STREET

SITE NUMBER:
GA18BAE-S

SITE ADDRESS:
N HWY 21
RINCON, GA 31326

DESIGN TYPE:
RAWLAND

SHEET TITLE:
SITE ELEVATIONS

SHEET NUMBER: LE-3

REVISION: 4

April 9, 2026

City of Rincon
Planning & Developing Department
302 S Columbia Ave
Rincon, GA 31326

Attn: Teri Lewis, Planning & Development Director

RE: Letter of support from AT&T regarding proposed new tower construction by SBA Communications Corporation, at Parcel **#:** R2570024, 0 Hwy 21 Rincon, GA 31326, City of Rincon, Georgia, 31326.

To Whom It May Concern,

I manage AT&T's High Rent Relocation program, under which AT&T identifies high-cost, economically burdensome site leases that accommodate AT&T's communications equipment. My Team selectively relocates AT&T communications equipment onto lower-cost locations, while either improving or maintaining wireless coverage.

AT&T currently leases space on thousands of towers nationwide. Leases typically have a duration of five or ten years, after which we have the option to renew. AT&T maintains a co-location agreement with Utility Service Communications Co., Inc for the current tower, in which Utility Service Communications Co., Inc can and does sharply increase the rent, assesses other one-time costs and poses unacceptable logistical issues whenever AT&T replaces or adds new equipment. If SBA Communications (SBA Towers X, LLC) is permitted to build the required tower of 180'/ 185'overall height, as we request, AT&T intends to relocate onto it. The current Utility Service Communications Co., Inc tower in the City of Rincon, GA (AT&T Site ID SIGA015675) is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated on a **"**SBA Communications Tower".

By sharply reducing its tower costs, AT&T is better positioned to invest in other new towers for improved coverage, and fund critical initiatives, such as FirstNet, for emergency response, 5G support, and other new technologies – all to the benefit of the community.

AT&T will only consider decommissioning an existing wireless facility in favor of moving to an alternate tower in limited circumstances. We bear a significant capital cost whenever we decommission a wireless facility installation. As a result, on behalf of AT&T, we request your support in approving the new tower.

Sincerely,

Ruth Vazquez

Ruth Vazquez
ATT Lead Network – Project/Program Management

January 1, 2019
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Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		1.

AGENDA ITEM:
Cartee Construction request approval of Pay Request #6 in the amount of $105,053.60 for the 7th Street Utility Phase III Project.

SUMMARY EXPLANATION AND BACKGROUND:
EMC Engineering Services, Inc., has reviewed Cartee Construction and Utilities Pay Request #6 dated 11/04/26. EMC Engineering Services, Inc. recommends payment of $105,053.60, for work installation of sewer line, sewer crossings and sanitary sewer manholes.

ATTACHMENTS:
1. EN Approved 7th Street Utility Phase 3 - Pay Request #6 - 22-1001 - 11-04-26-signed.cleaned.pdf
2. SPLOST Income Stmt.pdf
3. 11-18-26 320-4440-541400 Budget Summary.docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item # 320-4440-541400

Fund Account Name: Infrastructure (Water Lines)

Account tabulation:

Current Budget Amount	$-$686,724.98
Deduction of this purchase amount	$105,053.60
Remaining budget balance in this line item	$-$791,778.58

1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

LETTER OF TRASNMITTAL

TO:
City of Rincon
Mayor and City Council

DATE: 11/05/26

EMC PROJECT NUMBER: 22-1001

RE:
7th Street Utility Phase III

We are transmitting ☒ herewith, ☐ under separate cover, the following:

ITEM	ACTION	VIA
☐ Prints	☒ For your use	☒ E-Mail
☐ Tracings	☐ For review	☐ Air mail
☐ Specifications	☐ No exceptions taken	☐ Messenger
☐ Shop drawings	☐ Make corrections noted	☐ Client Pick-up
☐ Correspondence	☐ Rejected-resubmit	
☒ Other		

COPIES	DATE	DESCRIPTION
1	11/04/26	Cartee Construction and Utilities - Pay Request #6 – 11/04/26

REMARKS: EMC Engineering Services, Inc., has reviewed Cartee Construction and Utilities Pay Request #6 dated 11/04/26. EMC Engineering Services, Inc. recommends payment of **$105,053.60,** for work installation of sewer line, sewer crossings and sanitary sewer manholes. Please let us know if you have any questions regarding this pay application. Thank you, Melvin Johnson at Melvin_johnson@emc-eng.com

COPY TO:

BY:

Melvin Johnson

Digitally signed by Melvin Johnson
DN: C=US, E=melvin_johnson@emc-eng.com, O="EMC Engineering Services, Inc", OU=Statesboro Construction, CN=Melvin Johnson

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

	Application Period: October 1, 2026	Application Date: **11/4/2026**
To (Owner): City of Rincon, GA	From (Contractor): Cartee Construction & Utilities	Via (Engineer): EMC Engineering
Project: 7th Street Sewer Phase 3	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$0.00	$0.00
NET CHANGE BY CHANGE ORDERS	**$0.00**	

1.	**ORIGINAL CONTRACT PRICE**		**$1,667,172.58**
2.	**Net change by Change Orders**		**$0.00**
3.	**Current Contract Price (Line 1 ± 2)**		**$1,667,172.58**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**		**$841,210.34**
5.	**RETAINAGE:**		
	a. 10% X $722,836.38 **Contract Amount**		**$72,283.64**
	b. 10% X $118,373.96 **Stored Material**		**$11,837.40**
	c. Total Retainage (Line 5.a + Line 5.b)		**$84,121.03**
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**		**$757,089.31**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		**$652,035.71**
8.	**AMOUNT DUE THIS APPLICATION**		**$105,053.60**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**		**$185,763.93**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Clay Cartee	Date: 11/4/2026

Payment of: $ $105,053.60
(Line 8 or other - attach explanation of the other amount)

is recommended by: 11/05/26
Melvin Johnson, Sr Constr Mgr, EMC Engineering Services, Inc. (Date)

Payment of: $ $105,053.60
(Line 8 or other - attach explanation of the other amount)

is approved by:
(Date)

Approved by:
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate

Contractor's Application

For (Contract	Cartee Construction & Utilities							**6**		
Application Period:	Oct-26							**11/4/2026**		
A					B	C	D	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)					
Section I-General Items										
1	Mobilization	1	LS	$12,000.00	$12,000.00	1.00	$12,000.00	$12,000.00	100.0%	$0.00
2	Clearing	1	LS	$20,000.00	$20,000.00	0.25	$5,000.00	$5,000.00	25.0%	$15,000.00
3	Remove and Replace Misc Items	1	LS	$25,000.00	$25,000.00	0.25	$6,250.00	$6,250.00	25.0%	$18,750.00
4	Grading	1	LS	$107,112.00	$107,112.00	0.64	$68,551.68	$68,551.68	64.0%	$38,560.32
5	Field Condition Allowance	1	EA	$50,000.00	$50,000.00	0.00	$0.00	$0.00		$50,000.00
Section II-Erosion and Sediment Control										
1	Construction Exit	1	EA	$3,500.00	$3,500.00	0.00	$0.00	$0.00		$3,500.00
2	Temporary Grassing	9000	SY	$1.25	$11,250.00	1555.00	$1,943.75	$1,943.75	17.3%	$9,306.25
3	Permanent Grassing	9000	SY	$1.25	$11,250.00	1555.00	$1,943.75	$1,943.75	17.3%	$9,306.25
4	Hay Bale Check Dam	18	EA	$500.00	$9,000.00	0.00	$0.00	$0.00		$9,000.00
5	Inlet Sediment Trap	1	EA	$500.00	$500.00	0.00	$0.00	$0.00		$500.00
6	Slotted Board Dam	11	EA	$400.00	$4,400.00	0.00	$0.00	$0.00		$4,400.00
Section III-Sanitary Sewer System										
1	Remove Unsuitable Material (Mucking)	1000	CY	$35.00	$35,000.00	0.00	$0.00	$0.00		$35,000.00
2	Stone Bedding	500	CY	$85.00	$42,500.00	0.00	$0.00	$0.00		$42,500.00
3	Select Backfill	500	CY	$40.00	$20,000.00	0.00	$0.00	$0.00		$20,000.00
4	Remove and Replace 24" RCP	88	LF	$121.28	$10,672.64	0.00	$0.00	$0.00		$10,672.64
5	Remove and Replace 18" RCP	164	LF	$96.66	$15,852.24	116.00	$11,212.56	$11,212.56	70.7%	$4,639.68
6	Remove and Replace 15" RCP	72	LF	$88.88	$6,399.36	128.00	$11,376.64	$11,376.64	177.8%	($4,977.28)
7	Cut and Patch Asphalt Pavement	1935	SY	$105.00	$203,175.00	225.00	$23,625.00	$23,625.00	11.6%	$179,550.00
8	Traffic Striping	1	EA	$7,500.00	$7,500.00	0.00	$0.00	$0.00		$7,500.00
9	8" PVC Gravity Main 0'-6' Deep	280	LF	$60.58	$16,962.40	0.00	$0.00	$0.00		$16,962.40
10	8" PVC Gravity Main 6'-8' Deep	815	LF	$92.62	$75,485.30	396.00	$36,677.52	$36,677.52	48.6%	$38,807.78
11	8" PVC Gravity Main 8'-10' Deep	392	LF	$102.62	$40,227.04	556.00	$57,056.72	$57,056.72	141.8%	($16,829.68)
12	8" PVC Gravity Main 12'-14' Deep	360	LF	$142.62	$51,343.20	0.00	$0.00	$0.00		$51,343.20
13	10" PVC Gravity Main 0'-6' Deep	500	LF	$90.13	$45,065.00	209.00	$18,837.17	$18,837.17	41.8%	$26,227.83
14	10" PVC Gravity Main 6'-8' Deep	500	LF	$100.13	$50,065.00	191.00	$19,124.83	$19,124.83	38.2%	$30,940.17
15	10" PVC Gravity Main 8'-10' Deep	866	LF	$110.13	$95,372.58	273.00	$30,065.49	$30,065.49	31.5%	$65,307.09
16	10" PVC Gravity Main 10'-12' Deep	754	LF	$125.13	$94,348.02	701.00	$87,716.13	$87,716.13	93.0%	$6,631.89
17	10" PVC Gravity Main 12'-14' Deep	754	LF	$150.13	$113,198.02	754.00	$113,198.02	$113,198.02	100.0%	$0.00
18	4" PVC Sewer Lateral	2300	LF	$21.89	$50,347.00	1227.00	$26,859.03	$26,859.03	53.3%	$23,487.97
19	6" PVC Sewer Lateral	2500	LF	$27.78	$69,450.00	886.00	$24,613.08	$24,613.08	35.4%	$44,836.92

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20	SS Manhole: 0'-6' Deep	3	EA	$5,423.52	$16,270.56	1.00	$5,423.52	$5,423.52	33.3%	$10,847.04
21	SS Manhole: 6'-8' Deep	5	EA	$6,786.40	$33,932.00	5.00	$33,932.00	$33,932.00	100.0%	$0.00
22	SS Manhole: 8'-10' Deep	6	EA	$8,263.33	$49,579.98	1.00	$8,263.33	$8,263.33	16.7%	$41,316.65
23	SS Manhole: 10'-12' Deep	5	EA	$9,680.64	$48,403.20	3.00	$29,041.92	$29,041.92	60.0%	$19,361.28
24	SS Manhole: 12'-14' Deep	5	EA	$12,036.00	$60,180.00	3.00	$36,108.00	$36,108.00	60.0%	$24,072.00
25	Connect to Existing Sewer System	1	EA	$12,500.00	$12,500.00	1.00	$12,500.00	$12,500.00	100.0%	$0.00
26	Remove Grinder Pump Stations	27	EA	$750.00	$20,250.00	12.00	$9,000.00	$9,000.00	44.4%	$11,250.00
27	Connect Sewer Laterals to Existing Services	27	EA	$1,912.72	$51,643.44	17.00	$32,516.24	$32,516.24	63.0%	$19,127.20
28	Connect ex Forcemain to New Gravity System	8	EA	$1,000.00	$8,000.00	0.00	$0.00	$0.00		$8,000.00
29	Pothole Existing Utilities	10	EA	$500.00	$5,000.00	0.00	$0.00	$0.00		$5,000.00
Section IV-Water System										
1	Stone Bedding	50	CY	$75.00	$3,750.00	0.00	$0.00	$0.00		$3,750.00
2	Select Backfill	50	CY	$40.00	$2,000.00	0.00	$0.00	$0.00		$2,000.00
3	6" PVC Waterline	405	LF	$32.96	$13,348.80	0.00	$0.00	$0.00		$13,348.80
4	Fire Hydrant Assembly	2	LS	$8,980.00	$17,960.00	0.00	$0.00	$0.00		$17,960.00
5	1" HDPE Lateral (Direct Bury) for existing service	30	LF	$51.30	$1,539.00	0.00	$0.00	$0.00		$1,539.00
6	8"x6" Tapping Sleeve with Valve in Box	1	EA	$10,999.20	$10,999.20	0.00	$0.00	$0.00		$10,999.20
7	6"x6" Tapping Sleeve with Valve in Box	1	EA	$10,804.80	$10,804.80	0.00	$0.00	$0.00		$10,804.80
8	Abandon and Cap Existing 2" Watermain (Scott Ave)	1	LS	$1,500.00	$1,500.00	0.00	$0.00	$0.00		$1,500.00
9	Connect to Water Service Laterals to existing services	2	EA	$1,268.40	$2,536.80	0.00	$0.00	$0.00		$2,536.80
					$1,667,172.58		**$722,836.38**	**$722,836.38**		**$944,336.20**

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Stored Material Summary

Contractor's Application

For (Contract):	7th Street Sewer Phase 3	Application Number:	6
Application Period:	October-26	Application Date:	

A		B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)		Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
20	15477		Laydown	Manholes 1,2,5	6/2026	$7,061.04		$7,061.04			$7,061.04
20	15505		Laydown	Manholes 20,5A,70,74	6/2026	$8,279.28		$8,279.28	10/2026	$1,803.60	$6,475.68
20	15506		Laydown	Manholes 4,6,71,75,77	6/2026	$8,979.06		$8,979.06	10/2026	$3,237.84	$5,741.22
20	15532		Laydown	Manholes 3,76,79	6/2026	$8,244.72		$8,244.72			$8,244.72
20	15534		Laydown	Manholes 19,72,73	6/2026	$7,427.12		$7,427.12	10/2026	$7,427.12	$0.00
20	15592		Laydown	Manholes 77A,80	6/2026	$3,237.84		$3,237.84			$3,237.84
13	73333024		Laydown	10" SDR 26 Pipe (1582 LF)	6/2026	$7,225.20		$7,225.20			$7,225.20
18	73333024		Laydown	4" SDR26 Pipe (2310 LF)	6/2026	$1,748.29		$1,748.29			$1,748.29
19	73333024		Laydown	6" SDR 26 Pipe (2506 LF)	6/2026	$9,325.36		$9,325.36			$9,325.36
3	7333024		Laydown	6" C900 Water Main Pipe (460)	6/2026	$4,664.95		$4,664.95			$4,664.95
9	7343289		Laydown	8" SDR 26 Pipe (1848 Lf)	6/2026	$11,387.00		$11,387.00			$11,387.00
	7333097		Laydown	Sewer and Water Fittings	6/2026	$40,609.33		$40,609.33			$40,609.33
13	7333097			10" SDR 26 Pipe (1204 LF)	6/2026	$19,504.80		$19,504.80	10/2026	$10,902.60	$8,602.20
4-6	9000186675		Laydown	15" and 18" Concrete Pipe for Driveways		$4,051.13		$4,051.13			$4,051.13
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
								$0.00			$0.00
				Totals		**$141,745.12**	**$0.00**	**$141,745.12**		**$23,371.16**	$118,373.96

EJCDC® C-620 Contractor's Application for Payment © 2013 National Society of Professional Engineers for EJCDC. All rights reserved. C620-Page 4 of 4 (Louisville/151987)

SPLOST Fund Income Statement

2016 Referendum - Fund 320 **2017 - 2026**

Revenue

		Remaining Amount (Not Rcvd)
City of Rincon's Share	$ 11,837,200	
Total Received from 7/2017 - 7/2022	$ 9,227,923	$2,609,277

Projected Allocated Categories

	Allocated Percentages	*Original Amount*	*Final Amount*	*Currently Available*	
Government Buildings	10%	$1,183,720	$950,994	$144,509	
Police	8.125%	$961,773	$811,776	($26,235)	> move to 2021 ref
Fire	8.125%	$961,773	$773,205	$183,451	
Street & Drainage	25%	$2,959,300	$2,379,093	$0	
Recreation	8.75%	$1,035,755	$832,683	$0	
Water & Sewage	40%	$4,734,880	$3,806,549	($644,586)	
	100%	**$11,837,200**	**$9,554,300**	**($342,861)**	

Expenses

Government Buildings	$806,485
Police	$838,011
Fire	$589,754
Street & Drainage	$2,379,093
Recreation	$832,683
Water & Sewage	$4,451,135
Total Expenses	$9,897,161
Net Operating Income	**($669,237.77)**

Total Net Income

Net Operating Income	($669,237.77)	
Interest Income	$762,493.42	
Total Net Operating Income	$93,255.65	As of November 18, 2026

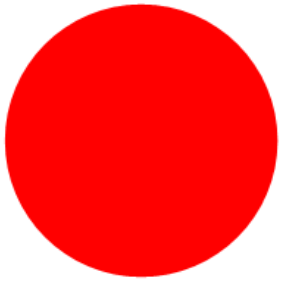
320-4440-541400
Infrastructure (Water Lines)

Fiscal
1/1/2026 - 12/31/2026

- Summary
- General
- Segmentation
- Report Groups
- Notes
- Budget
  - Summary
  - Detail
  - Period Distributions
  - Adjustments
  - Budget Notes
- History
  - Detail
  - Period Activity
  - Fiscals
  - Journal Entries

Budget Summary

Original Budget	2,415,160.00
Adjustments	0.00
Current Budget	2,415,160.00
Activity	2,926,588.38
Encumbrances	0.00
Reserves	0.00
Budget Remaining	-511,428.38
Pending	0.00
Budget Available	-511,428.38



Budget Used Budget Remaining

Budget Remaining	-511,428.38	Percent Remaining	-21.18%
Budget Used	2,926,588.38	Percent Used	121.18%

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		2.

AGENDA ITEM:
Vertical Earth, LLC request approval of Pay Request #5 in the amount of $175.296.60 for the Chimney Road Watermain Ext Project.

SUMMARY EXPLANATION AND BACKGROUND:
EMC Engineering Services, Inc., has reviewed Vertical Earth Inc's. Pay Request #5 dated 10/29/26. EMC Engineering Services, Inc., recommends payment of $175,296.60 for work performed on the Chimney Road Watermain Ext. This pay request is for driveway installation (asphalt and concrete), abandonment of 6" watermain with flowable fill, connecting of 16" watermain (Old Augusta Road tie-in), installation of this section of watermain, grassing (temporary and permanent), regrading shoulders and ditches, and erosion control. Please let us know if you have any questions regarding this pay application.

ATTACHMENTS:
1. EN Approved Rincon Chimney Rd Watermain Ext - Pay Request #5 - 22-1006 - 10-29-26 - reduced.pdf
2. SPLOST Income Stmt.pdf
3. 11-18-26 320-4440-541400 Budget Summary.docx
4. 11-18-26 320-4440-541400 Budget Summary.docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:

Budget Amendment Required:	If yes, complete below:	
Transfer $	From Acct #:	To Acct #:

Purchase:

Funds to be paid from line item # 320-4440-54100

Fund Account Name: Infrastructure (Water Lines)

Account tabulation:

Current Budget Amount	$-$511,428.38
Deduction of this purchase amount	$175,296.60
Remaining budget balance in this line item	$-$686,724.98

ENGINEERING SERVICES, INC.
▪ Environmental ▪ Marine ▪ Civil ▪ Survey

1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

LETTER OF TRASNMITTAL

TO: City of Rincon
Mayor and City Council

DATE:11/04/26

EMC PROJECT NUMBER: 22-1006

RE: Chimney Road
Watermain Ext.

We are transmitting ☒ herewith, ☐ under separate cover, the following:

ITEM	ACTION	VIA
☐ Prints	☒ For your use	☒ E-Mail
☐ Tracings	☐ For review	☐ Air mail
☐ Specifications	☐ No exceptions taken	☐ Messenger
☐ Shop drawings	☐ Make corrections noted	☐ Client Pick-up
☐ Correspondence	☐ Rejected-resubmit	
☒ Other		

COPIES	DATE	DESCRIPTION
1	11/04/26	Vertical Earth - Pay Request #5 – 10/29/26

REMARKS: EMC Engineering Services, Inc., has reviewed Vertical Earth Inc's. Pay Request #5 dated 10/29/26. EMC Engineering Services, Inc., recommends payment of **$175,296.60** for work performed on the Chimney Road Watermain Ext. This pay request is for driveway installation (asphalt and concrete), abandonment of 6" watermain with flowable fill, connecting of 16" watermain (Old Augusta Road tie-in), installation of this section of watermain, grassing (temporary and permanent), regrading shoulders and ditches, and erosion control. Please let us know if you have any questions regarding this pay application. Thank you, William Finch, William_finch@emc-eng.com.

COPY TO:

BY:

TO (OWNER): City of Rincon
302 S. Columbia Avenue
Rincon, GA 31326

PROJECT: Rincon Water Main
1230 Chimney Road
Rincon, GA 31326

APPLICATION NO: 5
PERIOD TO: 10/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vertical Earth LLC
4645 E Ridge DR
Cumming, GA 30041

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	2,745,593.75
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,745,593.75
4. TOTAL COMPLETED AND STORED TO DATE	$	2,667,457.25
5. RETAINAGE:		
a. 10.00 % of Completed Work	$	266,745.73
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	266,745.73
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,400,711.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,225,414.92
8. CURRENT PAYMENT DUE	$	175,296.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	344,882.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Vertical Earth LLC
4645 E Ridge DR Cumming, GA 30041

By: _____ Date: 10/29/2026
Nick Smalley / Project Manager

State of: GA
County of: Effingham
Subscribed and Sworn to before me this 29th Day of October 20 26
Notary Public: _____
My Commission Expires 9/19/28

KELLY RIGG
NOTARY PUBLIC
EFFINGHAM COUNTY GEORGIA

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ $175,296.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 11/04/26
William Finch, Construction Inspector, EMC Engineering Services, Ins. - Statesboro

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): City of Rincon
302 S. Columbia Avenue
Rincon, GA 31326

PROJECT: Rincon Water Main
1230 Chimney Road
Rincon, GA 31326

APPLICATION NO: 5
PERIOD TO: 10/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vertical Earth LLC
4645 E Ridge DR
Cumming, GA 30041

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Clearing, Grubbing & Demolition	1.000	54,000.0000	54,000.00	1.000	54,000.00	.000	0.00	0.00	54,000.00	100.00	.00
2	Mobilization, Bonds, Testing	1.000	155,000.0000	155,000.00	.942	146,000.00	.000	0.00	0.00	146,000.00	94.19	9,000.00
3	Remove and Replace Misc Items	1.000	28,000.0000	28,000.00	1.000	28,000.00	.000	0.00	0.00	28,000.00	100.00	.00
4	Traffic Control & Traffic Control Plan	1.000	38,500.0000	38,500.00	.935	38,500.00	.000	0.00	0.00	38,500.00	100.00	.00
5	Cut and Patch Drives - Asphalt	595.000	206.0000	122,570.00	.000	0.00	547.427	112,770.00	0.00	112,770.00	92.00	9,800.00
6	Cut and Patch Drives - Concrete	495.000	77.0000	38,115.00	421.000	32,417.00	74.000	5,698.00	0.00	38,115.00	100.00	.00
7	Cut and Patch Drives - Gravel	30.000	65.0000	1,950.00	30.000	1,950.00	.000	0.00	0.00	1,950.00	100.00	.00
8	Cut and Patch Drives - Dirt	220.000	12.0000	2,640.00	220.000	2,640.00	.000	0.00	0.00	2,640.00	100.00	.00
9	Remove Unsuitable Matieral	50.000	28.0000	1,400.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,400.00
10	Stone Bedding	50.000	125.0000	6,250.00	.000	0.00	.000	0.00	0.00	0.00	.00	6,250.00
11	Select Backfill	50.000	28.0000	1,400.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,400.00
12	Re-Grade Shoulder and Ditches	4,000.000	11.5000	46,000.00	2,652.174	30,500.00	478.261	5,500.00	0.00	36,000.00	78.26	10,000.00
13	Construction Exit	2.000	5,100.0000	10,200.00	2.000	10,200.00	.000	0.00	0.00	10,200.00	100.00	.00
14	Silt Fence - Non Sensitive	10,500.000	3.0000	31,500.00	1,550.000	4,650.00	.000	0.00	0.00	4,650.00	14.76	26,850.00
15	Silt Fence - Sensitive	2,680.000	4.7500	12,730.00	1,252.632	5,950.00	.000	0.00	0.00	5,950.00	46.74	6,780.00
16	Temporary Grassing	21,300.000	.4000	8,520.00	10,650.000	4,260.00	5,325.000	2,130.00	0.00	6,390.00	75.00	2,130.00
17	Permanent Grassing	21,300.000	.5000	10,650.00	10,650.000	5,325.00	5,324.000	2,662.00	0.00	7,987.00	75.00	2,663.00
18	Dust Control / Mulching	21,300.000	.3500	7,455.00	10,650.000	3,727.50	5,325.714	1,864.00	0.00	5,591.50	75.00	1,863.50
19	16" PVC Waterline - Direct Bury	16,493.000	62.7500	1,034,935.75	16,371.088	1,027,285.75	121.912	7,650.00	0.00	1,034,935.75	100.00	.00

TO (OWNER): City of Rincon
302 S. Columbia Avenue
Rincon, GA 31326

PROJECT: Rincon Water Main
1230 Chimney Road
Rincon, GA 31326

APPLICATION NO: 5
PERIOD TO: 10/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vertical Earth LLC
4645 E Ridge DR
Cumming, GA 30041

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
20	16" FPVC Waterline - Directional Drill	1,654.000	231.0000	382,074.00	1,654.000	382,074.00	.000	0.00	0.00	382,074.00	100.00	.00
21	16" FPVC Waterline in 24" FLVC Casing - Directional Drill	262.000	517.0000	135,454.00	262.000	135,454.00	.000	0.00	0.00	135,454.00	100.00	.00
22	Connect to Existing 16" Watermain	1.000	7,800.0000	7,800.00	.000	0.00	1.000	7,800.00	0.00	7,800.00	100.00	.00
23	Connect to Existing 12" Watermain	1.000	50,000.0000	50,000.00	1.000	50,000.00	.000	0.00	0.00	50,000.00	100.00	.00
24	Cap and Abandon Existing 6" Watermain w/ Flowable Fill	3,850.000	12.0000	46,200.00	.000	0.00	3,850.000	46,200.00	0.00	46,200.00	100.00	.00
25	16" Valve In box	24.000	13,125.0000	315,000.00	23.810	312,500.00	.190	2,500.00	0.00	315,000.00	100.00	.00
26	Fire Hydrant Assembly	17.000	9,350.0000	158,950.00	17.000	158,950.00	.000	0.00	0.00	158,950.00	100.00	.00
27	Water Sampling Station	2.000	4,150.0000	8,300.00	2.000	8,300.00	.000	0.00	0.00	8,300.00	100.00	.00
28	Reconnect Water Meter to 16" Watermain with 1" PE Water Lateral	25.000	1,200.0000	30,000.00	25.000	30,000.00	.000	0.00	0.00	30,000.00	100.00	.00
	REPORT TOTALS			$2,745,593.75		$2,472,683.25		$194,774.00		$2,667,457.25		
									$.00			$78,136.50

WBF

SPLOST Fund Income Statement

2016 Referendum - Fund 320 **2017 - 2026**

Revenue

		Remaining Amount (Not Rcvd)
City of Rincon's Share	$ 11,837,200	
Total Received from 7/2017 - 7/2022	$ 9,227,923	$2,609,277

Projected Allocated Categories

	Allocated Percentages	*Original Amount*	*Final Amount*	*Currently Available*	
Government Buildings	10%	$1,183,720	$950,994	$144,509	
Police	8.125%	$961,773	$811,776	($26,235)	> move to 2021 ref
Fire	8.125%	$961,773	$773,205	$183,451	
Street & Drainage	25%	$2,959,300	$2,379,093	$0	
Recreation	8.75%	$1,035,755	$832,683	$0	
Water & Sewage	40%	$4,734,880	$3,806,549	($644,586)	
	100%	**$11,837,200**	**$9,554,300**	**($342,861)**	

Expenses

Government Buildings	$806,485
Police	$838,011
Fire	$589,754
Street & Drainage	$2,379,093
Recreation	$832,683
Water & Sewage	$4,451,135
Total Expenses	$9,897,161
Net Operating Income	**($669,237.77)**

Total Net Income

Net Operating Income	($669,237.77)	
Interest Income	$762,493.42	
Total Net Operating Income	$93,255.65	As of November 18, 2026

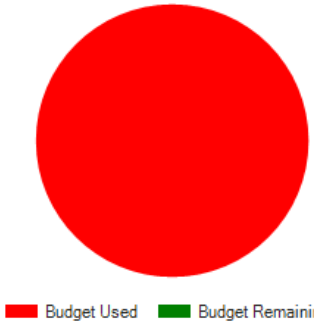
320-4440-541400
Infrastructure (Water Lines)

Fiscal
1/1/2026 - 12/31/2026

- Summary
- General
- Segmentation
- Report Groups
- Notes
- Budget
  - Summary
  - Detail
  - Period Distributions
  - Adjustments
  - Budget Notes
- History
  - Detail
  - Period Activity
  - Fiscals
  - Journal Entries

Budget Summary

Original Budget	2,415,160.00
Adjustments	0.00
Current Budget	2,415,160.00
Activity	2,926,588.38
Encumbrances	0.00
Reserves	0.00
Budget Remaining	-511,428.38
Pending	0.00
Budget Available	-511,428.38



Budget Remaining	-511,428.38	Percent Remaining	-21.18%
Budget Used	2,926,588.38	Percent Used	121.18%

320-4440-541400
Infrastructure (Water Lines)

Fiscal
1/1/2026 - 12/31/2026

- Summary
- General
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- Report Groups
- Notes
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Budget Summary

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Encumbrances	0.00
Reserves	0.00
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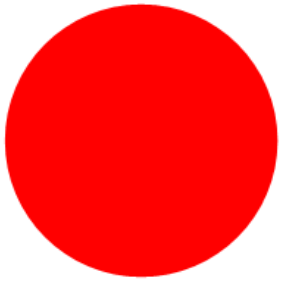
Budget Available	-511,428.38



Budget Used Budget Remaining

Budget Remaining	-511,428.38	Percent Remaining	-21.18%
Budget Used	2,926,588.38	Percent Used	121.18%

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		3.

AGENDA ITEM:
Sikes Brothers, Inc. request approval of Pay Request #4 in the amount of $193,881.26 for the Rincon TSPLOST Road Paving Project.

SUMMARY EXPLANATION AND BACKGROUND:
EMC Engineering Services, Inc. has reviewed Sikes Brothers, Inc Pay Request #4 dated 11/04/26. EMC Engineering Services, Inc. recommends payment of $193,881.26 for work including paving 9th Street, North and South Wendell Street and North and South Boyd Street.

ATTACHMENTS:
1. EN_Approved_City_of_Rincon_TSPLOST_-_Pay_Request__4_-_25-100311122026085626.pdf

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item # 335-4200-521200

Fund Account Name:

Account tabulation:

Current Budget Amount	$-$220,189.61
Deduction of this purchase amount	$193,881.26
Remaining budget balance in this line item	$-$414,070.87

ENGINEERING SERVICES, INC.
• Environmental • Marine • Civil • Survey

1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

LETTER OF TRANSMITTAL

TO:
City of Rincon
Mayor and City Council

DATE: 11/05/26

EMC PROJECT NUMBER: 25-1003

RE:
Rincon TSPLOST Road Paving

We are transmitting ☒ herewith, ☐ under separate cover, the following:

ITEM	ACTION	VIA
☐ Prints	☒ For your use	☒ E-Mail
☐ Tracings	☐ For review	☐ Air mail
☐ Specifications	☐ No exceptions taken	☐ Messenger
☐ Shop drawings	☐ Make corrections noted	☐ Client Pick-up
☐ Correspondence	☐ Rejected-resubmit	
☒ Other		

COPIES	DATE	DESCRIPTION
1	11/05/26	Sikes Brothers, Inc - Pay Request #4 – 11-05-26

REMARKS: EMC Engineering Services, Inc. has reviewed Sikes Brothers, Inc Pay Request #4 dated 11/04/26. EMC Engineering Services, Inc. recommends payment of **$193,881.26** for work including paving 9th Street, North and South Wendell Street and North and South Boyd Street. Please let us know if you have any questions regarding this pay application.

Please contact, Melvin E. Johnson, Melvin_johnson@emc-eng.com.

COPY TO:

BY:

Melvin Johnson

Digitally signed by Melvin Johnson
DN: C=US, E=melvin_johnson@emc-eng.com, O="EMC Engineering Services, Inc", OU=Statesboro Construction, CN=Melvin Johnson

CONTRACTOR'S APPLICATION FOR PAYMENT

To (Owner):	City of Rincon	**From (contractor):**	Sikes Brothers, Inc.
Project:	Rincon TSPLOST Road Paving	**Address:**	PO Box 147
Owner's Contract Number:			Cobbtown, GA 30420

Pay Request #	4
Application Date:	11/3/2026

Change Order Summary

Number	Date Approved	Additions	Deductions
1		$115,157.70	
	Totals	$115,157.70	
	Net Change by Change Orders	$115,157.70	

1. Original Contract Price:	$865,149.10
2. Net Change by Change Orders	$115,157.70
3. Current Contract Price (1 + 2)	$980,306.80
4. Work Completed and Material Stored:	
a) Total Work (Column K on Progress Estimate)	$971,101.80
b) Total Stored (Column G on Stored Material Summary)	$0.00
c) Total Completed and Stored:	$971,101.80
5. Retainage	
a) 10% x Work Completed	$97,110.18
b) 10% x Stored Materials	$0.00
c) Total Retainage (5a + 5b)	$97,110.18
6. Amount Eligible to Date (4c-5c)	$873,991.62
7. Less Previous Payments	$680,110.36
8. Amount Due This Application (6 -7)	$193,881.26
9. Balance to Finish, Plus Retainage (3 - 4c+5c)	$106,315.18

Payment of $193,881.26

Contractor's Certification: The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Architect or Engineer's Certification: The Undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in the accordance with the contract documents.

Contractor: Sikes Brothers, Inc. **Date:** 11/3/2026

Signed: John Wickstrom **Date:** 11/3/2026

Engineer: Melvin Johnson, Sr Constr Mgr. EMC Engineering Services,Inc 11/05/26

Print or Type

Signed: Melvin Johnson Digitally signed by Melvin Johnson DN: C=US, E=melvin_johnson@emc-eng.com, O="EMC Engineering Services, Inc", OU=Statesboro Construction, CN=Melvin Johnson **Date:** 11/05/26

I hereby verify the proposed field quantities have been installed satisfactorily

By: Melvin Johnson Digitally signed by Melvin Johnson DN: C=US, E=melvin_johnson@emc-eng.com, O="EMC Engineering Services, Inc", OU=Statesboro Construction, CN=Melvin Johnson **Date:** 11/05/26

Inspector

APPROVED BY OWNER

Owner:

By: **Date:**

Payment Estimate

Pay Request Number 4

For (contract): **Rincon TSPLOST Road Paving**

Date 11/3/2026

	A	B	C	D	E	F	G	H	I	J	K
	Item Number	Description	Scheduled Quantity	Units	Scheduled Unit Price	Scheduled Value (C X E)	Quantity this Period	Amount Due this Period (E x G)	Previous Quantity	Quantity to Date (G + I)	Total Completed (J x E)
		I. E. Long Street - 0.32 miles									
1	0010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	0020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	0030	1" OGI Asphalt Leveling - 90 Lbs/sy (20' Wide)	3,755.00	SY	$6.43	$24,144.65	0.00	$0.00	3,755.00	3,755.00	$24,144.65
4	0040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (20' Wide)	3,755.00	SY	$9.72	$36,498.60	0.00	$0.00	3,755.00	3,755.00	$36,498.60
5	0050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	0060	5" Solid Double Yellow Centerline (High Build)	0.32	LMI	$1,500.00	$480.00	0.00	$0.00	0.32	0.32	$480.00
7	0070	5" Solid White Edge Lines (High Build)	0.32	LMI	$1,500.00	$480.00	0.00	$0.00	0.32	0.32	$480.00
		II. Shaw Street E - 0.08 miles									
1	1010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	1020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$2,500.00	$2,500.00	0.00	$0.00	1.00	1.00	$2,500.00
3	1030	1" Asphalt Leveling - 90 Lbs/sy (20' Wide)	939.00	SY	$6.43	$6,037.77	0.00	$0.00	939.00	939.00	$6,037.77
4	1040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (20' Wide)	939.00	SY	$9.72	$9,127.08	0.00	$0.00	939.00	939.00	$9,127.08
5	1050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	1060	5" Solid Double Yellow Centerline (High Build)	0.08	LMI	$1,500.00	$120.00	0.00	$0.00	0.08	0.08	$120.00
7	1070	5" Solid White Edge Lines (High Build)	0.08	LMI	$1,500.00	$120.00	0.00	$0.00	0.08	0.08	$120.00
		III. Shaw Street W - 0.22 miles									
1	2010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	2020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	2030	1" OGI Asphalt Leveling - 90 Lbs/sy (20' Wide)	2,581.00	SY	$6.43	$16,595.83	0.00	$0.00	2581.00	2581.00	$16,595.83
4	2040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (20' Wide)	2,581.00	SY	$9.72	$25,087.32	0.00	$0.00	2581.00	2581.00	$25,087.32
5	2050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	2060	5" Solid Double Yellow Centerline (High Build)	0.22	LMI	$1,500.00	$330.00	0.00	$0.00	0.22	0.22	$330.00
7	2070	5" Solid White Edge Lines (High Build)	0.22	LMI	$1,500.00	$330.00	0.00	$0.00	0.22	0.22	$330.00
		IV. E. Johnson St - 0.20 miles									
1	3010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	3020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	3030	1" OGI Asphalt Leveling - 90 Lbs/sy (22' Wide)	2,581.00	SY	$6.43	$16,595.83	0.00	$0.00	2581.00	2581.00	$16,595.83
4	3040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (22' Wide)	2,581.00	SY	$9.72	$25,087.32	0.00	$0.00	2581.00	2581.00	$25,087.32
5	3050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	3060	5" Solid Double Yellow Centerline (High Build)	0.20	LMI	$1,500.00	$300.00	0.00	$0.00	0.20	0.20	$300.00
7	3070	5" Solid White Edge Lines (High Build)	0.20	LMI	$1,500.00	$300.00	0.00	$0.00	0.20	0.20	$300.00
		V. W. Johnson St - 0.30 miles									
1	4010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	4020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	4030	1" OGI Asphalt Leveling - 90 Lbs/sy (20' Wide)	3,520.00	SY	$6.43	$22,633.60	0.00	$0.00	3520.00	3520.00	$22,633.60
4	4040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (20' Wide)	3,520.00	SY	$9.72	$34,214.40	0.00	$0.00	3520.00	3520.00	$34,214.40
5	4050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	4060	5" Solid Double Yellow Centerline (High Build)	0.30	LMI	$1,500.00	$450.00	0.00	$0.00	0.30	0.30	$450.00
7	4070	5" Solid White Edge Lines (High Build)	0.30	LMI	$1,500.00	$450.00	0.00	$0.00	0.30	0.30	$450.00
8	4080	Railroad Crossing Pavement MRkings And Stop Bar (Thermoplastic)	1.00	EACH	$750.00	$750.00	0.00	$0.00	1.00	1.00	$750.00
		VI. W. 6th St - 0.32 miles									
1	5010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	5020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	5030	1" Asphalt Leveling - 90 Lbs/sy (21' Wide)	3,942.00	SY	$6.43	$25,347.06	0.00	$0.00	3942.00	3942.00	$25,347.06
4	5040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (21' Wide)	3,942.00	SY	$9.72	$38,316.24	0.00	$0.00	3942.00	3942.00	$38,316.24
5	5050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	5060	5" Solid Double Yellow Centerline (High Build)	0.32	LMI	$1,500.00	$480.00	0.00	$0.00	0.32	0.32	$480.00
7	5070	5" Solid White Edge Lines (High Build)	0.32	LMI	$1,500.00	$480.00	0.00	$0.00	0.32	0.32	$480.00
8	5080	Railroad Crossing Pavement Markings And Stop Bars (Thermoplastic)	2.00	EACH	$750.00	$1,500.00	0.00	$0.00	2.00	2.00	$1,500.00
		VII. W. 5th St - 0.24 miles									
1	6010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	6020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$5,000.00	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00
3	6030	1" Asphalt Leveling - 90 Lbs/sy (21' Wide)	2,957.00	SY	$6.43	$19,013.51	0.00	$0.00	2957.00	2957.00	$19,013.51

4	6040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (21' Wide)	2,957.00	SY	$9.72	$28,742.04	0.00	$0.00	2957.00	2957.00	$28,742.04
5	6050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	6060	5" Solid Double Yellow Centerline (High Build)	0.24	LMI	$1,500.00	$360.00	0.00	$0.00	0.24	0.24	$360.00
7	6070	5" Solid White Edge Lines (High Build)	0.24	LMI	$1,500.00	$360.00	0.00	$0.00	0.24	0.24	$360.00
8	6080	Railroad Crossing Pavement Markings And Stop Bars (thermoplastic)	2.00	EACH	$750.00	$1,500.00	0.00	$0.00	2.00	2.00	$1,500.00
		VIII. Williams St - 0.54 miles									
1	7010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.00	$0.00	1.00	1.00	$1,500.00
2	7020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$7,500.00	$7,500.00	0.00	$0.00	1.00	1.00	$7,500.00
3	7030	1" OGI Asphalt Leveling - 90 Lbs/sy (24' Wide)	7,603.00	SY	$6.43	$48,887.29	0.00	$0.00	7603.00	7603.00	$48,887.29
4	7040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type II (24' Wide)	7,603.00	SY	$9.72	$73,901.16	0.00	$0.00	7603.00	7603.00	$73,901.16
5	7050	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	2.00	2.00	$300.00
6	7060	5" Solid Double Yellow Centerline (High Build)	0.54	LMI	$1,500.00	$810.00	0.00	$0.00	0.54	0.54	$810.00
7	7070	5" Solid White Edge Lines (High Build)	0.54	LMI	$1,500.00	$810.00	0.00	$0.00	0.54	0.54	$810.00
		IX. 9th St - 0.65 miles									
1	8010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$7,500.00	$7,500.00	0.20	$1,500.00	0.75	0.95	$7,125.00
2	8020	Traffic Control Measures And Traffic Control Plan	1.00	LS	$16,000.00	$16,000.00	0.20	$3,200.00	0.75	0.95	$15,200.00
3	8030	Demolition Of Existing Roadway Pavement & Base Material (20' Wide)	7,627.00	SY	$1.61	$12,279.47	0.00	$0.00	7627.00	7627.00	$12,279.47
4	8040	8" Graded Aggregate Base (20' Wide)	7,627.00	SY	$27.63	$210,734.01	0.00	$0.00	7627.00	7627.00	$210,734.01
5	8050	Surface Course: 2", 9.5mm Superpave (20' Wide)	7,627.00	SY	$12.96	$98,845.92	7627.00	$98,845.92	0.00	7627.00	$98,845.92
6	8060	18" Stop Bar - White (High Build)	2.00	EACH	$150.00	$300.00	0.00	$0.00	0.00	0.00	$0.00
7	8070	5" Solid Double Yellow Centerline (High Build)	0.65	LMI	$1,500.00	$975.00	0.00	$0.00	0.00	0.00	$0.00
8	8080	5" Solid White Edge Lines (High Build)	0.65	LMI	$1,500.00	$975.00	0.00	$0.00	0.00	0.00	$0.00
9	8090	Replace GDOT Pavement Markings At SR-21 Intersection For Left Turn Lane And Taper (Striping, Turn Arrows, Stop Bar, RPM's) (Thermoplastic)	1.00	LS	$2,500.00	$2,500.00	0.00	$0.00	0.00	0.00	$0.00
		N. Wendell Street - 0.12 Miles									
1	9010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.95	$1,425.00	0.00	0.95	$1,425.00
2	9020	Traffic Control Measures And Traffic Control Plar	1.00	LS	$5,000.00	$5,000.00	0.95	$4,750.00	0.00	0.95	$4,750.00
3	9030	1" OGI Asphalt Leveling - 90 Lbs/sy (20'wide)	1,408.00	SY	$6.43	$9,053.44	1408.00	$9,053.44	0.00	1408.00	$9,053.44
4	9040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type 11 (20' Wide)	1,408.00	SY	$9.72	$13,685.76	1408.00	$13,685.76	0.00	1408.00	$13,685.76
5	9050	18" Stop Bar - White (High Build)	1.00	EACH	$150.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
6	9060	5" Solid Double Yellow Centerline (High Build)	0.12	LMI	$1,500.00	$180.00	0.00	$0.00	0.00	0.00	$0.00
7	9070	5" Solid White Edge Lines (High Build)	0.12	LMI	$1,500.00	$180.00	0.00	$0.00	0.00	0.00	$0.00
		S. Wendell Street - 0.10 Miles									
1	10010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.95	$1,425.00	0.00	0.95	$1,425.00
2	10020	Traffic Control Measures And Traffic Control Plar	1.00	LS	$5,000.00	$5,000.00	0.95	$4,750.00	0.00	0.95	$4,750.00
3	10030	1" OGI Asphalt Leveling - 90 Lbs/sy (20' Wide)	1,174.00	SY	$6.43	$7,548.82	1174.00	$7,548.82	0.00	1174.00	$7,548.82
4	10040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type 11 (20' Wide)	1,174.00	SY	$9.72	$11,411.28	1174.00	$11,411.28	0.00	1174.00	$11,411.28
5	10050	18" Stop Bar - White (High Build)	1.00	EACH	$150.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
6	10060	5" Solid Double Yellow Centerline (High Build)	0.10	LMI	$1,500.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
7	10070	5" Solid White Edge Lines (High Build)	0.10	LMI	$1,500.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
		N. Boyd Street - 0.13 Miles									
1	11010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.95	$1,425.00	0.00	0.95	$1,425.00
2	11020	Traffic Control Measures and Traffic Control Plar	1.00	LS	$5,000.00	$5,000.00	0.95	$4,750.00	0.00	0.95	$4,750.00
3	11030	1" OGI Asphalt Leveling - 90 Lbs/sy (20' Wide)	1,525.00	Sy	$6.43	$9,805.75	1525.00	$9,805.75	0.00	1525.00	$9,805.75
4	11040	1.5" Asphalt Topping - 165 Lbs/sy, 9.5mm Type 11 (20' Wide)	1,525.00	Sy	$9.72	$14,823.00	1525.00	$14,823.00	0.00	1525.00	$14,823.00
5	11050	18" Stop Bar - White (High Build)	1.00	EACH	$150.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
6	11060	5" Solid Double Yellow Centerline (High Build)	0.13	LMI	$1,500.00	$195.00	0.00	$0.00	0.00	0.00	$0.00
7	11070	5" Solid White Edge Lines (High Build)	0.13	LMI	$1,500.00	$195.00	0.00	$0.00	0.00	0.00	$0.00
		S. Boyd Street - 0.11 Miles									
1	12010	Mobilization, Bonds, Testing, Misc.	1.00	LS	$1,500.00	$1,500.00	0.95	$1,425.00	0.00	0.95	$1,425.00
2	12020	Traffic Control Measures and Traffic Control Plar	1.00	LS	$5,000.00	$5,000.00	0.95	$4,750.00	0.00	0.95	$4,750.00
3	12030	1" OGI Asphalt Leveling - 90 Lbs/sy (22' Wide)	1,291.00	SY	$6.43	$8,301.13	1291.00	$8,301.13	0.00	1291.00	$8,301.13
4	12040	1.5 Asphalt Topping - 165 Lbs/sy, 9.5mm Type 11 (22'Wide)	1,291.00	SY	$9.72	$12,548.52	1291.00	$12,548.52	0.00	1291.00	$12,548.52
5	12050	18" Stop Bar - White (High Build)	1.00	EACH	$150.00	$150.00	0.00	$0.00	0.00	0.00	$0.00
6	12060	5" Solid Double Yellow Centerline (High Build)	0.11	LMI	$1,500.00	$165.00	0.00	$0.00	0.00	0.00	$0.00
7	12070	5" Solid White Edge Lines (High Build)	0.11	LMI	$1,500.00	$165.00	0.00	$0.00	0.00	0.00	$0.00
	Totals		**Total Scheduled Value =**			**$980,306.80**	**Total Due This Period =**	**$215,423.62**	**Total Completed =**		**$971,101.80**

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		1.

AGENDA ITEM:
Second Reading on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 139 Ackerman Road. (Parcel #: R2710005). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited to Business and Professional Offices and Machine Tool and Industrial Equipment Repair and that a minimum 25' buffer be required adjacent to residentially zoned parcels. *The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.*

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:
1. Staff Report - REZ-2026-8.pdf
2. Document_20261008164057_01.pdf
3. Exhibit A - REZ-2026-8.pdf
4. 139 Ackerman - REZ-2026-8 - Ordinance.docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

STAFF REPORT
Rezoning REZ-2026-8

October 20, 2026 Planning and Zoning Board meeting

Next Steps: Public Hearing and First Reading at November 9, 2026 Council Meeting
Second Reading at November 23, 2026 City Council Meeting

Executive Summary:
An application has been submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 139 Ackerman Road. (Parcel #: R2710005). Upon review of the application, discussion and comments from the public, the Planning and Zoning Board is asked to take one of the following actions:

- Recommend approval of the application as submitted.
- Recommend approval of the application with conditions.
- Recommend denial of the application as submitted.

Property Information:

- Parcel #: R2710005
- Site Size: 1.03 acres

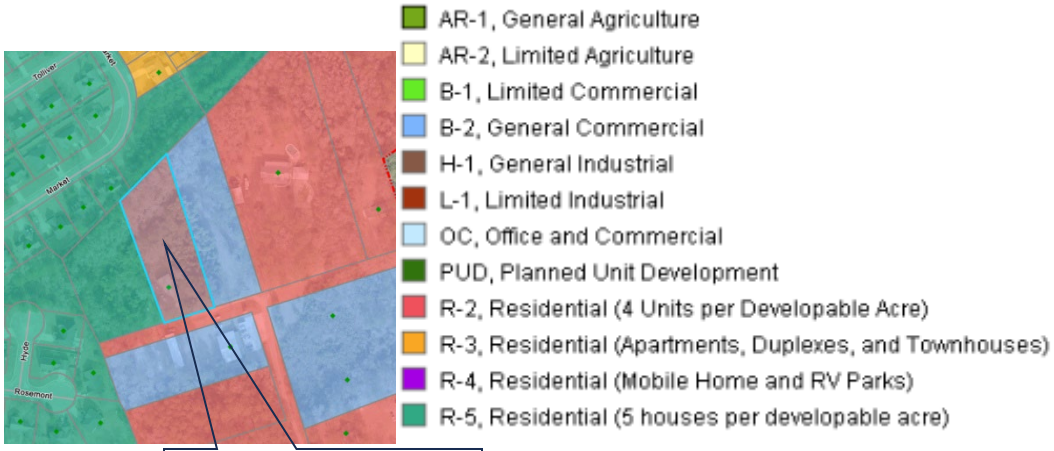


	Zoning	Land Use
North	R-5	Detention Pond for Residential Neighborhood
South	R-2/B-2	Ackerman Road and Offices
East	B-2	Vacant
West	R-5	Vacant

Current Zoning and Land Use

The subject property is zoned R-2, which is a district that allows single-family and duplex residential uses. The property is accessed from Ackerman Road and currently contains a single-family house.

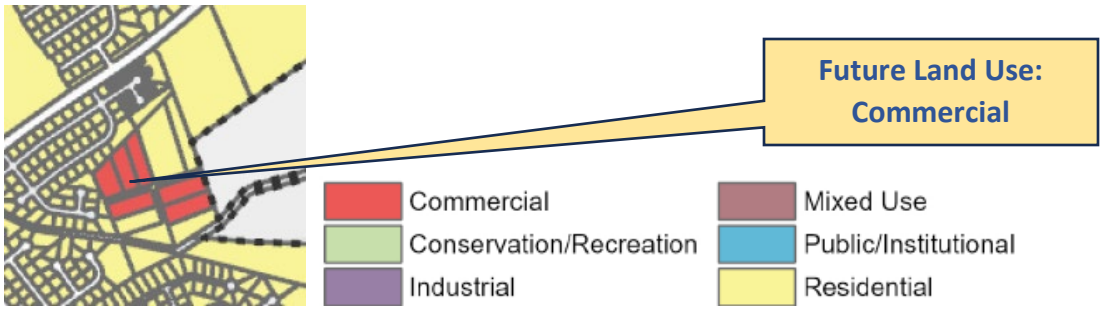
Current Zoning



Future Land Use

The Future Land Use Map, which is part of the adopted City of Rincon Comprehensive Plan 2024, shows the subject property as Commercial.

Future Land Use Map from Comprehensive Plan



Zoning District Comparison

The following tables summarize the zoning standards for the R-2 and B-2 zoning districts:

Table 90-27.1 – Zoning Districts

	Min. land area per lot	Max dwelling unit per gross acre	Min. Front setback	Min. side setback	Min. rear setback	Min. width of lot	Min. depth of lot	Min open space	Max building height
R-2	10,500 SF	4	35 ft	15 ft	25 ft	100 ft	100 ft	55%	35 ft
B-2	21,780 SF	na	35 ft	10 ft	15 ft	na	na	20%	50 ft

Table 90-39.1 Key **C = Conditional Use, P = Permitted Use, SU = Special Use**	**R-2**	**B-2**
Adult Care Facilities		SU
Adult Entertainment Establishments		SU
Amusement Facility		P

Athletic Club or Gymnasium		P
Automotive Repair Services		SU
Boarding House or Bed & Breakfast Inn		P
Business and Professional Offices		P
Cemetery	P	P
Check Cashing Facility		SU
Childcare Center		P
Church or Place of Worship	P	P
Community Center	P	P
Cultural Facilities		P
Duplex (two-family attached)	P	SU
Food Truck		P
Full-service Car Wash		SU
Funeral Home		SU
Gas Station		SU
Health Services		P
Hotel		P
Library	P	P
Machine Tool and Industrial Equipment Repair		P
Manufactured Home	C	
Micro-brewery		P
Mini-warehouse Storage		SU
Mixed Use		P
Movie Theater		P
Multi-unit Attached - Apartments		SU
Nano-Brewery		P
Nursery, Plant and Retail		P
Pawn Shop		SU
Private Club		SU
Public Park	P	P
Restaurants		SU
Retail and Personal Services		P
Retail Package Liquor Stores		SU
Schools, Public or Private	C	C
Self-Service Laundry		P
Single-Family (detached conventional)	P	
Tattoo Shop and/or Body Piercing		P
Title Pawn Shop		SU
Townhouse		SU
Truck and Tractor Trailer Repair		C
Vape or CBD Stores		SU
Veterinary Clinic or Hospital, or Animal Boarding (requires sound-resistant construction)		SU

Analysis of Request

Per Section 90-122 the following standards will be considered by the City Council in making any zoning decision:

A. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?

- The request is a logical extension of the existing zoning boundary as the properties to the east and south of the subject property are zoned B-2. It will not necessarily improve the overall pattern of land uses in the area as the B-2 zoning district allows many uses that may not be appropriate adjacent to the existing residential properties.

B. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?

- This will not be spot zoning as there are B-2 zoned properties to the east and south of the subject property.

C. Could traffic created by the uses permissible under the proposed zoning traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?

- The subject parcel has frontage on Ackerman Road. Traffic created by the uses permissible under the B-2 zoning district will not have to traverse established single-family neighborhoods on minor streets.

D. Will this request place irreversible limitations on the area as it is or on future plans for it?

- This request will not place irreversible limitations on the area or on future plans for the area.

E. Will the uses allowed by the proposed zoning substantially conflict with existing density patterns in the zone or neighborhood?

- This area already has a mix of commercial and residential zoned properties. The uses that will be allowed with the proposed rezoning may conflict with existing residential density patterns in the area; however, they will not conflict with the commercial density patterns in the area.

F. Would the proposed rezoning precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

- The proposed rezoning may precipitate similar requests but these requests are unlikely to generate or accelerate adverse land use changes in the zone or neighborhood.

G. Will the action adversely impact adjacent or nearby properties in terms of:

1. Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern.

- It is unlikely that the uses introduced by the rezoning will create noise, odor, or visual hazards that will adversely impact adjacent or nearby properties; additionally, the reduction of light and air should not occur as a result of the rezoning.

2. Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

- It is difficult to determine if the proposed rezoning is likely to adversely affect property values of adjacent or nearby properties.

H. Will the action result in public service requirements such as provision of utilities or safety services which, because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?

The rezoning will not result in public service requirements that cannot be provided on an economic basis and therefore will not create an actual burden on the public.

Consistency with the Comprehensive Plan

The recently adopted City of Rincon Comprehensive Plan 2024 guides development for the City of Rincon. Staff reviewed the Vision and Goals section and found the following:

4.2.1 Economic Prosperity

1. Rincon will welcome new commercial growth through strategic planning by directing development in locations that have adequate infrastructure, and investing in new infrastructure where it is needed.
3. Rincon will work to diversify its economic base by attracting a variety of businesses to the city that provide quality jobs.

Public Outreach Information

- As required by the Ordinance, the public notice sign was placed on the property on October 13, 2026.
- As required by State Code, this item will be advertised in the Effingham Herald on October 21, 2026.
- As required by the Ordinance, the adjacent property owners were notified regarding the request and the date of the City Council public hearing on or before October 19, 2026.

pd CK# 2991

REZONING APPLICATION

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 F: 912-826-2083
www.cityofrincon.com

PROPERTY INFORMATION

Location Address: 139 Ackerman Road, Rincon, GA	Parcel #: R271-5
Zoning District: R-2	Existing Land Use: Residential
Proposed Zoning District: B-2	Proposed Land Use: Commercial Office
Net Property Acreage (minus wetlands)*: .77 Acres	Gross Property Acreage*: 1.03 Acres

**The acreage data (net and gross) must be provided in square feet if less than one acre, and in acres if greater than one acre.*

APPLICANT INFORMATION

Applicant Name: Alexander 3 investments, LLC	Phone: 912-826-0254
Business Name: Alexander 3 Investments, LLC	Email: office@lawrencealexanderhomes.com
Mailing Address: PO Box 1190,	
City: Rincon	State: GA
Zip Code: 31326	

Applicant is (check one): ☐ the Property Owner ☒ Not the Property Owner (attach the Property Owner's Authorization)

OWNER INFORMATION

Owner Name: Jack Enriquez	Phone:
Business Name:	Email:
Mailing Address: 139 Ackerman Road	
City: Rincon,	State: GA
Zip Code: 31326	

APPLICATION HISTORY

Have any previous applications been made to rezone the subject property?
☐ Yes ☒ No If yes, list the application #: _____

NEED FOR REZONING (address attached criteria)

Expanding existing office

Applicant's Certification: I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Signature of Applicant **Date** 10/8/2024

SUBMITTAL REQUIREMENTS

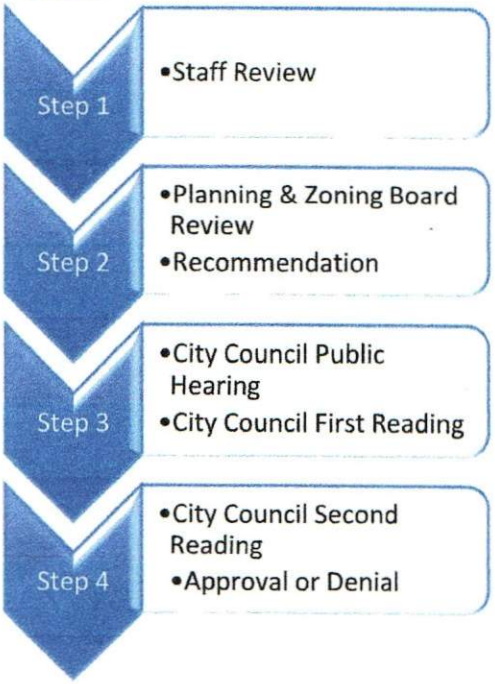
☐ A legal description of the land by lot, block, and subdivision designations, or if none, by metes and bounds
☐ The present and proposed land uses of all adjoining properties if under the same ownership
☐ The names, addresses, and zip codes, at the date of filing, of property owners adjacent to and across any public right-of-way from the property being proposed for rezoning, including properties diagonally across an intersection
☐ All known previous applications for a map amendment affecting the same premises
☐ A scaled map or plat, which shall show the property referred to in the application and all adjoining lots or parcels of land which are also under the same ownership (1 digital and 1 – 11 X 17)
☐ Campaign Contribution/Gift Disclosure Form

***Note:** A neighborhood meeting is suggested but not required prior to the Planning and Zoning Board Meeting

REZONING APPLICATION FEE

$500.00

PROCESS



Office Use Only:

Application #: _____

Date Received: 10/6

Date Sign Posted: 10/13

Date Adjacent Property Letters Mailed: week of 10/19

Date of Newspaper Ad: 10/21

P&Z Meeting: 10/20

Council Public Hearing: 11/9

Council First Reading: 11/9

Council Second Reading: 11/23

☐ **Approved**

☐ **Denied**

☐ **Withdrawn by Applicant**

AUTHORIZATION OF PROPERTY OWNER

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 www.cityofrincon.com

PROPERTY INFORMATION

Property Address: 139 Ackerman Rd. Parcel #: R271-5

Owner Name: Jack Enriquez Phone Number:

Email Address:

AFFIDAVIT

I, Jack Enriquez (Property owner name) swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Rincon, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning (Type of application) application for this property.

APPLICANT INFORMATION

Name of Applicant: Alexander 3 Investment Phone Number: 912-826-0254

Address: PO Box 1190, Rincon, GA 31326

Email Address: office@lawrencealexanderhomes.com

Signature of Owner

Sworn and subscribed to me this 9 day of September, 20 26 that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public, State of Georgia

KAYLA RAE PHILLIPS NOTARY PUBLIC EFFINGHAM COUNTY, GEORGIA COMMISSION EXPIRES JANUARY 15, 2029 Seal

Office Use Only:

Associated Application #: _____

Date Received: _____

Updated 12/2023

ABBEY TOWNHOMES OWNERS ASSOC
P O BOX 1569
RINCON, GA 31326

ALEXANDER 3 INVESTMENTS LLC
P O BOX 1190
RINCON, GA 31326

ENRIQUEZ JACK
139 ACKERMAN RD
RINCON, GA 31326

HALL ROBERT E SR AND MARIE C
P O BOX 379
RINCON, GA 313260379

HAMILTON COREY RUEL AND NAIRNE H
2039 SEAGRIT BLVD | APT 5G
FAR ROCKAWAY, NY 11691

HORRELL BLAIR M AND STEPHANIE J
209 MARKET STREET
RINCON, GA 31326

JOHNSON BECKY R AND JOHN M
401 HYDE PL
RINCON, GA 31326

LEE CHRISTOPHER A
207 MARKET ST
RINCON, GA 31326

MILLER RICHARD D AND NICOLE L
203 MARKET ST
RINCON, GA 31326

TEAL INVESTMENT PROPERTIES LLC
117 ACKERMAN RD
RINCON, GA 31326

WYMAN MYRON S AND MICHELLE J
205 MARKET ST
RINCON, GA 31326

Adjacent property owners.

BK:2697 PG:995-996
D2021007184

FILED IN OFFICE
CLERK OF COURT
06/15/2021 01:26 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
TRANSFER TAX
PAID: $215.00

PT-61 051-2021-001704

7428341760
PARTICIPANT ID

MCMANAMY
JACKSON HOLLIS, LLC

Prepared by:
McManamy Jackson Hollis, LLC
415 Eisenhower Dr., No. 1
Savannah, GA 31406
(912)691-0943 phone
(912)691-0947 fax
1-2100897KBD

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 25, 2021 by and between

Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff
(Hereinafter referred to as the "Grantor"), and

Jack Enriquez
(hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain Lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known and designated as Parcel 2, upon a map prepared by Adolph N. Michells & Assoc. for Jacob, Jerry & Kimberly Arnsdorff dated April 14, 2019, recorded in Plat Book 28, Page 758, in the Office of the Clerk of the Superior Court of Effingham County, Georgia. Said property is a portion of the Tract conveyed to Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff by Warranty Deed dated April 15, 2005, recorded in Deed Book 1261, page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference.

Said property containing improvements thereon currently known as **139 Ackerman Rd, Rincon, GA 31326, PIN R2710005,**

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 25th day of May, 2021, in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 11/16/21

[NOTARIAL SEAL]

KAYLA B DIXON
Notary Public
Effingham County, Georgia
My Commission Expires
November 16, 2021

Jacob Jerry Arnsdorff

Kimberly D. Arnsdorff

5134941681

PARTICIPANT ID

BK:28 PG:758-758

P2020000033

FILED IN OFFICE
CLERK OF COURT
03/03/2020 03:29 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth Z. Hursey

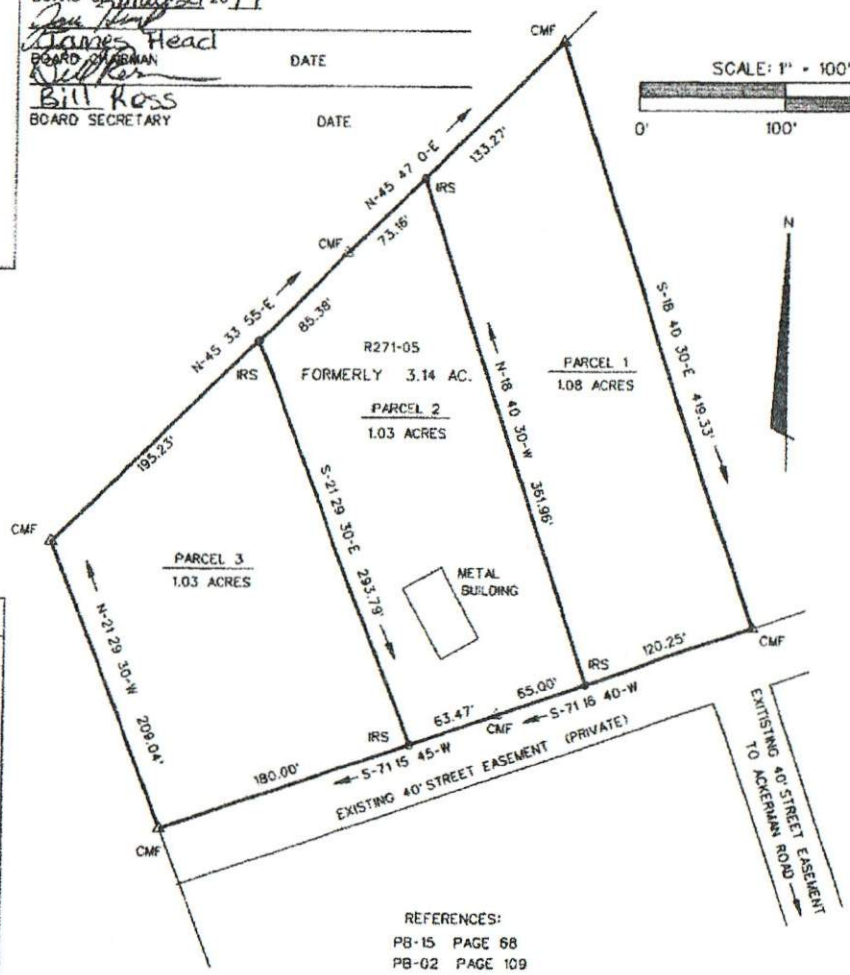
BY THE PLANNING AND ZONING BOARD

THIS FINAL LAND SUBDIVISION PLAT HAS BEEN OFFICIALLY EVALUATED FOR COMPLIANCE WITH ALL PROVISIONS OF THE CITY OF RINCON ZONING ORDINANCE AND WAS APPROVED AT THE REGULAR MEETING OF THE PLANNING AND ZONING BOARD ON: May 21 20 19

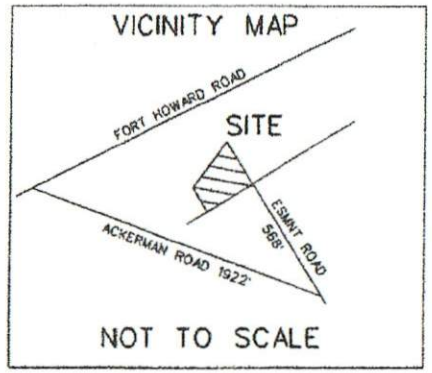
James Head
BOARD CHAIRMAN DATE

Bill Ross
BOARD SECRETARY DATE

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)



REFERENCES:
PB-15 PAGE 68
PB-02 PAGE 109



LEGEND:

IRF	⅝" REBAR FOUND
IRS	⅝" REBAR SET
PL	PROPERTY LINE
CMF	CONC MON. FOUND
N/F	NOW OR FORMERLY
PP	POWER POLE

EQUIP. USED TOTAL STATION
TOPCON 303

ERROR OF CLOSURE
1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467

CERTIFICATE OF OWNERSHIP & DEDICATION

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON AND THAT ALL STREETS, ALLEYS AND OTHER SITES SHOWN SHALL BE DEDICATED TO THE PUBLIC, OR REMAIN FOR PRIVATE USE, AS NOTED.

LaKeisha H. Kelley
WITNESS DATE

Jacob Arnsdorff
OWNER (S) DATE

Kimberly Arnsdorff

THIS PLAT IS APPROVED TO BE ENTERED IN THE PUBLIC RECORDS OF THE CLERK OF SUPERIOR COURT EFFINGHAM COUNTY, GEORGIA BY THE MAYOR AND COUNCIL OF RINCON, GEORGIA ON: May 29 20 19

John Klimm
CITY MANAGER OF RINCON DATE 11/9/2019

Ken Lee
MAYOR OR MAYOR PRO-TEM DATE

SURVEYORS CERTIFICATION

(1) As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 1323 LAND SURVEYOR ADOLPH N. MICHELIS

Adolph N. Michelis
G.A. REG. L.S. NO. 1323 DATE: 9.25.19

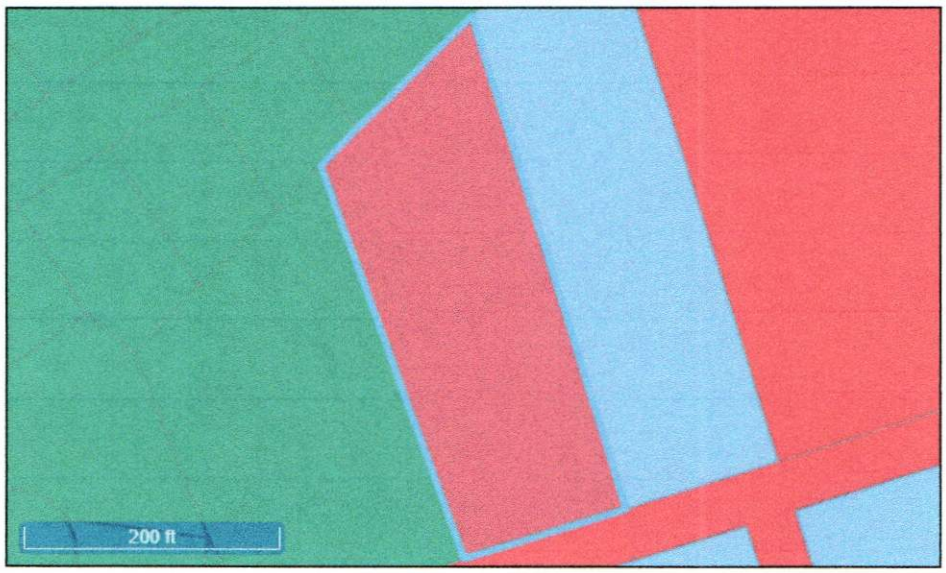
FOR
JACOB, JERRY, & KIMBERLY ARNSDORFF
SURVEY SKETCH OF A PROPOSED DIVISION OF MAP & PARCEL R271-05 (3.14 ACRES) INTO THREE 1 ACRE PARCELS
LOCATED IN THE 09TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA

JAKE.DGN APR 14 2019 SKETCH MADE 14 APR 2019

Rincon

Property Zoning Report

7 Oct 2026



Parcels

Last Name:	ENRIQUEZ JACK
Address 1:	139 ACKERMAN RD
Address 2:	
Address 3:	
PIN:	R271000000005000

Rincon Zoning

	Count	Zoning Code	Overlapping Quantities
1.	1	R-2	51,427.64sf (1.18acres)

THIS VERIFICATION IS MADE AS OF THE DATE OF THIS REPORT AND DOES NOT CONSTITUTE ANY REPRESENTATION OR ASSURANCE THAT THE PROPERTY WILL RETAIN ITS PRESENT ZONING OR FLOOD ZONE CLASSIFICATION FOR ANY SPECIFIED PERIOD OF TIME. THE CITY OF RINCON SHALL ASSUME NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. A FORMAL ZONING VERIFICATION OR FLOOD ZONE DETERMINATION LETTER, ALONG WITH ADDITIONAL INFORMATION REGARDING THE RINCON ZONING CODE, ZONING

EXHIBIT A

BK:2697 PG:995-996
D2021007184

FILED IN OFFICE
CLERK OF COURT
06/15/2021 01:26 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
TRANSFER TAX
PAID: $215.00

PT-61 051-2021-001704

7428341760
PARTICIPANT ID

MCMANAMY
JACKSON HOLLIS, LLC

Prepared by:
McManamy Jackson Hollis, LLC
415 Eisenhower Dr., No. 1
Savannah, GA 31406
(912)691-0943 phone
(912)691-0947 fax
1-2100897KBD

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 25, 2021 by and between

Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff
(Hereinafter referred to as the "Grantor"), and

Jack Enriquez
(hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain Lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known and designated as Parcel 2, upon a map prepared by Adolph N. Michells & Assoc. for Jacob, Jerry & Kimberly Arnsdorff dated April 14, 2019, recorded in Plat Book 28, Page 758, in the Office of the Clerk of the Superior Court of Effingham County, Georgia. Said property is a portion of the Tract conveyed to Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff by Warranty Deed dated April 15, 2005, recorded in Deed Book 1261, page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference.

Said property containing improvements thereon currently known as **139 Ackerman Rd, Rincon, GA 31326, PIN R2710005,**

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 25th day of May, 2021, in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 11/16/21

[NOTARIAL SEAL]

KAYLA B DIXON
Notary Public
Effingham County, Georgia
My Commission Expires
November 16, 2021

Jacob Jerry Arnsdorff

Kimberly D. Arnsdorff

STATE OF GEORGIA
CITY OF RINCON

ORDINANCE NO. 2026-

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF RINCON TO REZONE TO GENERAL COMMERCIAL (B-2) A CERTAIN PROPERTY KNOWN AS PARCEL # R2710005 LOCATED IN RINCON, GEORGIA, TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF RINCON, GEORGIA ACCORDINGLY; TO PROVIDE FOR NOTICE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Rincon, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, the Mayor and Council have authority to amend the City's Official Zoning Map from time to time, and;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF RINCON HEREBY ORDAINS, in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

Section 1. That the Zoning Ordinance and Official Zoning Map of Rincon, Georgia, as amended, be amended so that the following described property, known as Parcel # R2710005 (1.03 acres) located off Ackerman Road, presently owned by Jack Enriquez, as more fully described in Exhibit A, be rezoned from its present R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial) with the following conditions:

- Uses on the parcel are limited to:
  - Business and Professional Offices
  - Machine Tool and Industrial Equipment Repair
- A minimum 25' vegetated buffer be required adjacent to residentially zoned parcels.

SEVERABILITY. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

EFFECTIVE DATE. This ordinance shall become effective immediately upon its adoption by the City Council.

REPEAL. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this _____ day of _____, 2026.

CITY OF RINCON

_____
Kevin Exley, Mayor

ATTEST: _____
Dulcia King, City Clerk

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		2.

AGENDA ITEM:
Second Reading on an application submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 0 Ackerman Road. (Parcel #: R2710005B00). Staff recommends that the uses allowed on the parcel as a result of the rezoning be limited to Business and Professional Offices and Machine Tool and Industrial Equipment Repair and that a minimum 25' buffer be required adjacent to residentially zoned parcels. *The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including when and why the existing commercial area on Ackerman was rezoned and how many homes are located off of Ackerman Road. Several members of the public expressed concerns about the uses that would be allowed by the rezoning, how the area has changed from primarily residential to primarily commercial, a lack of regular patrols on Ackerman Road and concerns about future development of the area.*

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:
1. Staff Report - REZ-2026-9.pdf
2. Document_20261008164458_01.pdf
3. Exhibit A - REZ-2026-9.pdf
4. 139 Ackerman - REZ-2026-9 - Ordinance.docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

STAFF REPORT
Rezoning REZ-2026-9

October 20, 2026 Planning and Zoning Board meeting

Next Steps: Public Hearing and First Reading at November 9, 2026 Council Meeting
Second Reading at November 23, 2026 City Council Meeting

Executive Summary:
An application has been submitted by Alexander 3 Investments LLC requesting a zoning map amendment to rezone approximately 1.03 acres from R-5 (Residential) to B-2 (General Commercial). The subject property, owned by Jack Enriquez, is located at 0 Ackerman Road. (Parcel #: R2710005B). Upon review of the application, discussion and comments from the public, the Planning and Zoning Board is asked to take one of the following actions:

- Recommend approval of the application as submitted.
- Recommend approval of the application with conditions.
- Recommend denial of the application as submitted.

Property Information:

- Parcel #: R2710005B
- Site Size: 1.03 acres

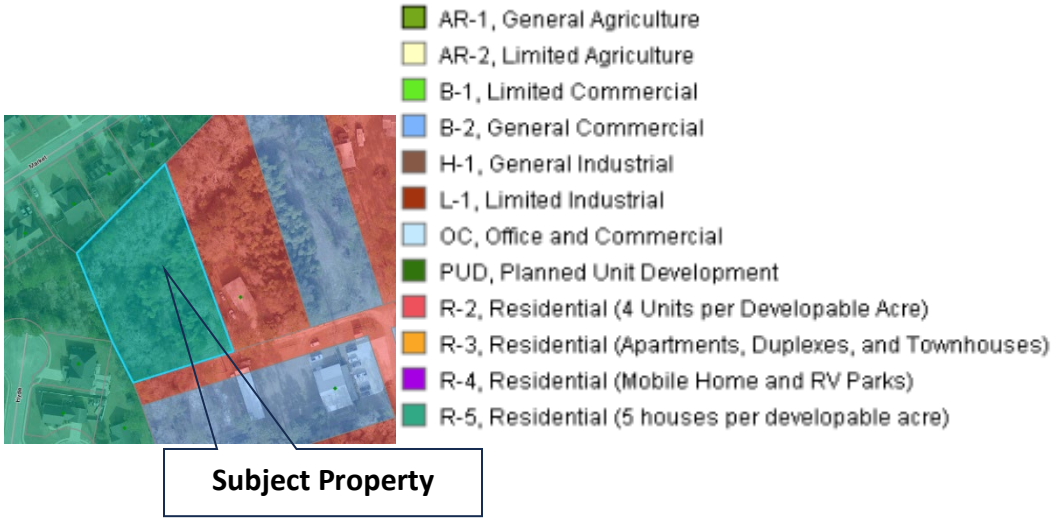


	Zoning	Land Use
North	R-5	Residential
South	R-2/B-2	Ackerman Road and Offices
East	R-2	Residential
West	R-5	Residential

Current Zoning and Land Use

The subject property is zoned R-5, which is a district that allows a variety of residential uses. The property is accessed from Ackerman Road and is currently vacant.

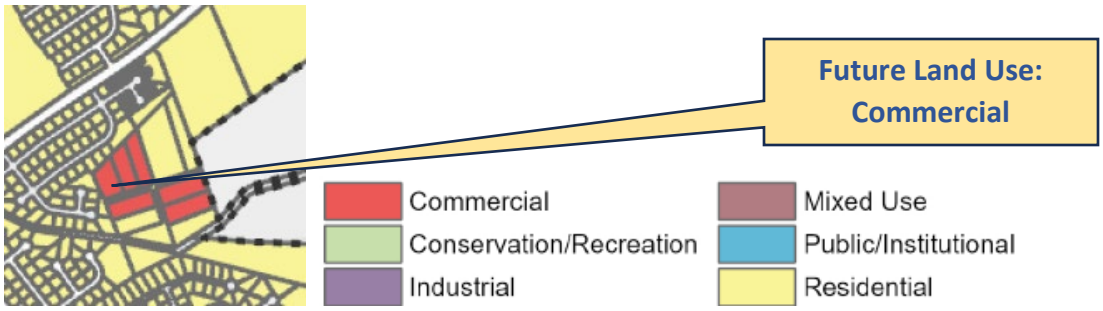
Current Zoning



Future Land Use

The Future Land Use Map, which is part of the adopted City of Rincon Comprehensive Plan 2024, shows the subject property as Commercial.

Future Land Use Map from Comprehensive Plan



Zoning District Comparison

The following tables summarize the zoning standards for the R-2 and B-2 zoning districts:

Table 90-27.1 – Zoning Districts

	Min. land area per lot	Max dwelling unit per gross acre	Min. Front setback	Min. side setback	Min. rear setback	Min. width of lot	Min. depth of lot	Min open space	Max building height
R-5	8,500 SF	5	25 ft	10 ft	20 ft	85 ft	100 ft	45%	35 ft
B-2	21,780 SF	na	35 ft	10 ft	15 ft	na	na	20%	50 ft

Table 90-39.1 Key **C = Conditional Use, P = Permitted Use, SU = Special Use**	**R-5**	**B-2**
Adult Care Facilities		SU
Adult Entertainment Establishments		SU
Amusement Facility		P

Athletic Club or Gymnasium		P
Automotive Repair Services		SU
Boarding House or Bed & Breakfast Inn	C	P
Business and Professional Offices		P
Cemetery	P	P
Check Cashing Facility		SU
Childcare Center		P
Church or Place of Worship	P	P
Community Center	P	P
Cultural Facilities	P	P
Duplex (two-family attached)	P	SU
Food Truck		P
Full-service Car Wash		SU
Funeral Home		SU
Gas Station		SU
Health Services		P
Hotel		P
Library		P
Machine Tool and Industrial Equipment Repair		P
Manufactured Home		
Micro-brewery		P
Mini-warehouse Storage		SU
Mixed Use		P
Movie Theater		P
Multi-unit Attached - Apartments		SU
Nano-Brewery		P
Nursery, Plant and Retail		P
Pawn Shop		SU
Private Club		SU
Public Park	P	P
Restaurants		SU
Retail and Personal Services		P
Retail Package Liquor Stores		SU
Schools, Public or Private	C	C
Self-Service Laundry		P
Single-Family (detached conventional)	P	
Tattoo Shop and/or Body Piercing		P
Tiny House	P	
Title Pawn Shop		SU
Townhouse		SU
Truck and Tractor Trailer Repair		C
Vape or CBD Stores		SU
Veterinary Clinic or Hospital, or Animal Boarding (requires sound-resistant construction)		SU

Analysis of Request

Per Section 90-122 the following standards will be considered by the City Council in making any zoning decision:

A. Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?

- The request is a logical extension of the existing zoning boundary as the property to the south of the subject property is zoned B-2. It will not necessarily improve the overall pattern of land uses in the area as the B-2 zoning district allows many uses that may not be appropriate adjacent to the existing residential properties.

B. Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?

- This will not be spot zoning as the property to the south is zoned B-2.

C. Could traffic created by the uses permissible under the proposed zoning traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?

- The subject parcel has frontage on Ackerman Road. Traffic created by the uses permissible under the B-2 zoning district will not have to traverse established single-family neighborhoods on minor streets.

D. Will this request place irreversible limitations on the area as it is or on future plans for it?

- This request will not place irreversible limitations on the area or on future plans for the area.

E. Will the uses allowed by the proposed zoning substantially conflict with existing density patterns in the zone or neighborhood?

- This area already has a mix of commercial and residential zoned properties. The uses that will be allowed with the proposed rezoning may conflict with existing residential density patterns in the area; however, they will not conflict with the commercial density patterns in the area.

F. Would the proposed rezoning precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

- The proposed rezoning may precipitate similar requests but these requests are unlikely to generate or accelerate adverse land use changes in the zone or neighborhood.

G. Will the action adversely impact adjacent or nearby properties in terms of:

1. Environmental quality or livability resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern.

- It is unlikely that the uses introduced by the rezoning will create noise, odor, or visual hazards that will adversely impact adjacent or nearby properties; additionally, the reduction of light and air should not occur as a result of the rezoning.

2. Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

- It is difficult to determine if the proposed rezoning is likely to adversely affect property values of adjacent or nearby properties.

H. Will the action result in public service requirements such as provision of utilities or safety services which, because of the location or scale of the development, cannot be provided on an economic basis and therefore would create an actual burden to the public?

The rezoning will not result in public service requirements that cannot be provided on an economic basis and therefore will not create an actual burden on the public.

Consistency with the Comprehensive Plan

The recently adopted City of Rincon Comprehensive Plan 2024 guides development for the City of Rincon. Staff reviewed the Vision and Goals section and found the following:

4.2.1 Economic Prosperity

1. Rincon will welcome new commercial growth through strategic planning by directing development in locations that have adequate infrastructure, and investing in new infrastructure where it is needed.
3. Rincon will work to diversify its economic base by attracting a variety of businesses to the city that provide quality jobs.

Public Outreach Information

- As required by the Ordinance, the public notice sign was placed on the property on October 13, 2026.
- As required by State Code, this item will be advertised in the Effingham Herald on October 21, 2026.
- As required by the Ordinance, the adjacent property owners were notified regarding the request and the date of the City Council public hearing on or before October 19, 2026.

REZONING APPLICATION

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 F: 912-826-2083
www.cityofrincon.com

PROPERTY INFORMATION

Location Address: 0 Ackerman Road, Rincon, GA	Parcel #: R271-5B
Zoning District: R-2	Existing Land Use: Residential
Proposed Zoning District: B-2	Proposed Land Use: Commercial Office
Net Property Acreage (minus wetlands)*: 1 Acres	Gross Property Acreage*: 1.03 Acres

**The acreage data (net and gross) must be provided in square feet if less than one acre, and in acres if greater than one acre.*

APPLICANT INFORMATION

Applicant Name: Alexander 3 investments, LLC	Phone: 912-826-0254
Business Name: Alexander 3 Investments, LLC	Email: office@lawrencealexanderhomes.com
Mailing Address: PO Box 1190,	
City: Rincon	State: GA
Zip Code: 31326	

Applicant is (check one): ☐ the Property Owner ☒ Not the Property Owner (attach the Property Owner's Authorization)

OWNER INFORMATION

Owner Name: Jack Enriquez	Phone:
Business Name:	Email:
Mailing Address: 139 Ackerman Road	
City: Rincon,	State: GA
Zip Code: 31326	

APPLICATION HISTORY

Have any previous applications been made to rezone the subject property?

☐ Yes ☒ No If yes, list the application #: _____

NEED FOR REZONING (address attached criteria)

Expanding existing office

Applicant's Certification: I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

10/8/2024

Signature of Applicant **Date**

SUBMITTAL REQUIREMENTS

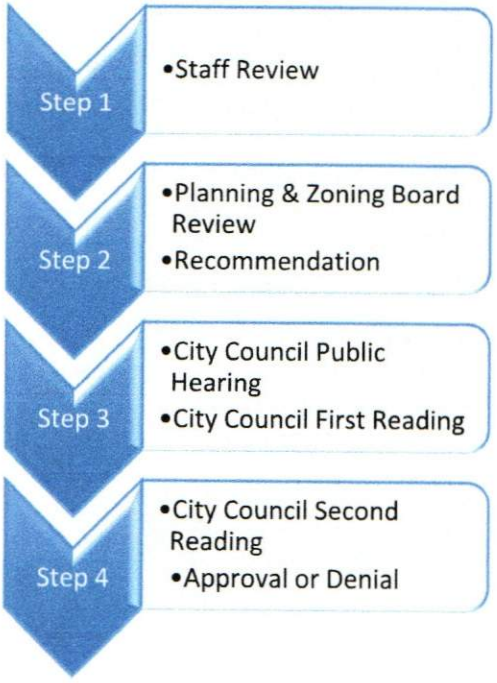
- ☐ A legal description of the land by lot, block, and subdivision designations, or if none, by metes and bounds
- ☐ The present and proposed land uses of all adjoining properties if under the same ownership
- ☐ The names, addresses, and zip codes, at the date of filing, of property owners adjacent to and across any public right-of-way from the property being proposed for rezoning, including properties diagonally across an intersection
- ☐ All known previous applications for a map amendment affecting the same premises
- ☐ A scaled map or plat, which shall show the property referred to in the application and all adjoining lots or parcels of land which are also under the same ownership (1 digital and 1 – 11 X 17)
- ☐ Campaign Contribution/Gift Disclosure Form

***Note:** A neighborhood meeting is suggested but not required prior to the Planning and Zoning Board Meeting

REZONING APPLICATION FEE

$500.00

PROCESS



Office Use Only:

Application #: _____

Date Received: 10/8/26

Date Sign Posted: 10/13

Date Adjacent Property Letters Mailed: week of 10/19

Date of Newspaper Ad: 10/21

P&Z Meeting: 10/20

Council Public Hearing: 11/9

Council First Reading: 11/9

Council Second Reading: 11/23

☐ **Approved**

☐ **Denied**

☐ **Withdrawn by Applicant**

AUTHORIZATION OF PROPERTY OWNER

CITY OF RINCON
Planning & Development Department
302 S Columbia Avenue
Rincon, GA 31326
P: 912-826-5996 www.cityofrincon.com

PROPERTY INFORMATION

Property Address: 139 Ackerman Rd. Parcel #: R271-5

Owner Name: Jack Enriquez Phone Number:

Email Address:

AFFIDAVIT

I, Jack Enriquez (Property owner name) swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Rincon, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning (Type of application) application for this property.

APPLICANT INFORMATION

Name of Applicant: Alexander 3 Investment Phone Number: 912-826-0254

Address: PO Box 1190, Rincon, GA 31326

Email Address: office@lawrencealexanderhomes.com

Signature of Owner

Sworn and subscribed to me this 9 day of September, 20 26 that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public, State of Georgia

KAYLA RAE PHILLIPS NOTARY PUBLIC EFFINGHAM COUNTY, GEORGIA COMMISSION EXPIRES JANUARY 15, 2029

Office Use Only:

Associated Application #: _____

Date Received: _____

Updated 12/2023

BK:2734 PG:583-584
D2021012751

FILED IN OFFICE
CLERK OF COURT
10/18/2021 03:28 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

REAL ESTATE
TRANSFER TAX
PAID: $30.00

PT-61 051-2021-003414

7428341760
7067927936
PARTICIPANT ID

Prepared by:
McManamy Jackson Hollis, LLC
5719 GA-21
Rincon, GA 31326
Phone: (912) 691-0943
Fax: (912) 826-0409

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 7th day of October, 2021, by and between

Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff
(Hereinafter referred to as the "Grantor"), and

Jack Enriquez
(hereinafter referred to as "Grantee")

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known and designated as Parcel 3, upon a map prepared by Adolph N. Michells & Assoc. for Jacob, Jerry & Kimberly Arnsdorff dated April 14, 2019, recorded in Plat Book 28, Page 758, in the Office of the Clerk of the Superior Court of Effingham County, Georgia. Said property is a portion of the Tract conveyed to Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff by Warranty Deed dated April 15, 2005, recorded in Deed Book 1261, page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference. PIN R2710 005 B00

Said property containing improvements thereon currently known as Ackerman Road, Rincon, GA 31326, PIN R2710005B00

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,
In the presence of:

(SEAL)
Jacob Jerry Arnsdorff

(SEAL)
Kimberly D. Arnsdorff

Unofficial Witness

Notary Public

(NOTARIAL SEAL) BRANDI GRIFFIN NOTARY PUBLIC GEORGIA CHATHAM COUNTY EXPIRES FEBRUARY 22, 2023

5134941681

PARTICIPANT ID

BK:28 PG:758-758

P2020000033

FILED IN OFFICE
CLERK OF COURT
03/03/2020 03:29 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Elizabeth Z. Hursey

BY THE PLANNING AND ZONING BOARD

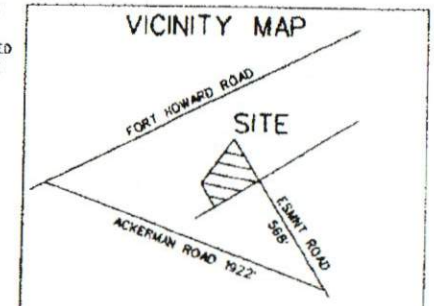
THIS FINAL LAND SUBDIVISION PLAT HAS BEEN OFFICIALLY EVALUATED FOR COMPLIANCE WITH ALL PROVISIONS OF THE CITY OF RINCON ZONING ORDINANCE AND WAS APPROVED AT THE REGULAR MEETING OF THE PLANNING AND ZONING BOARD ON: May 21 20 19

James Head
BOARD CHAIRMAN DATE

Bill Ross
BOARD SECRETARY DATE

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X", (OUTSIDE THE 500 YEAR FLOODPLAIN)

VICINITY MAP



NOT TO SCALE

LEGEND:

IRF	½" REBAR FOUND
IRS	½" REBAR SET
PL	PROPERTY LINE
CMF	CONC MON. FOUND
N/F	NOW OR FORMERLY
PP	POWER POLE

EQUIP. USED TOTAL STATION TOPCON 303

ERROR OF CLOSURE 1:24,000 PLAT NOT ADJUSTED

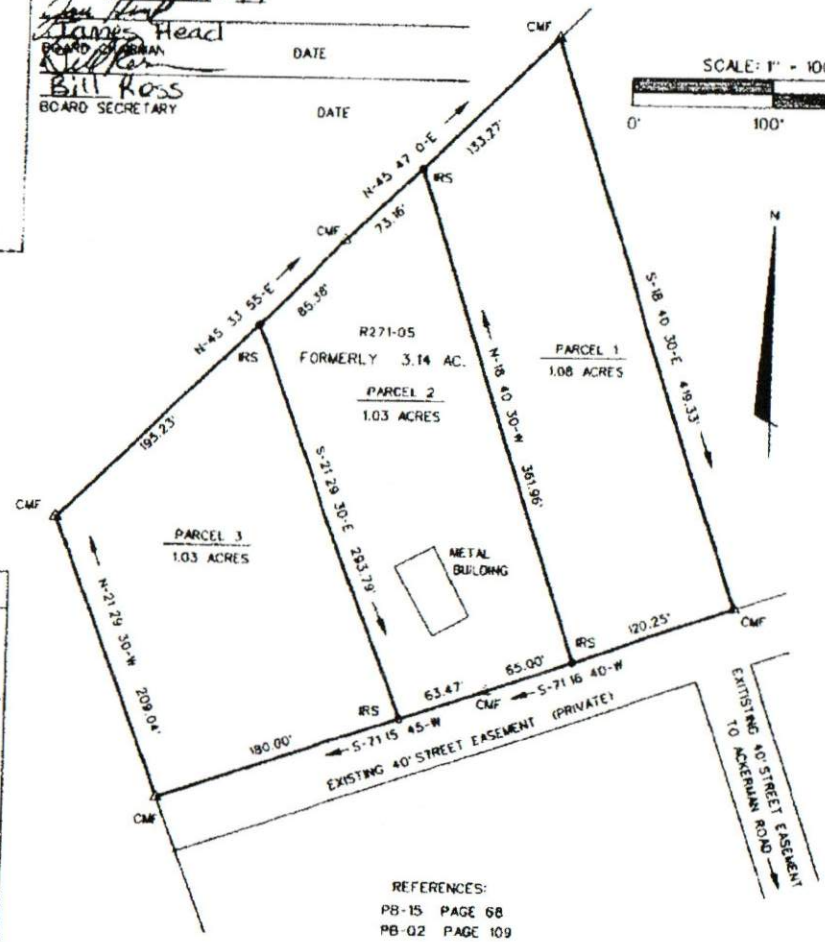
ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467

SURVEYORS CERTIFICATION

I/We As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 1323 LAND SURVEYOR ADOLPH N. MICHELIS

Adolph N. Michelis
GA. REG. L.S. OR P.E. NO. 1323 DATE: 9-25-19



REFERENCES:
PB-15 PAGE 68
PB-02 PAGE 109

CERTIFICATE OF OWNERSHIP & DEDICATION

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON AND THAT ALL STREETS, ALLEYS AND OTHER SITES SHOWN SHALL BE DEDICATED TO THE PUBLIC, OR REMAIN FOR PRIVATE USE, AS NOTED.

LaMeesha N. Tillery
WITNESS DATE

Lucinda Lenzy 9 mo 3.1
OWNER (S) DATE

Jacob Arnsdorff
Kimberly Arnsdorff

THIS PLAT IS APPROVED TO BE ENTERED IN THE PUBLIC RECORDS OF THE CLERK OF SUPERIOR COURT EFFINGHAM COUNTY, GEORGIA BY THE MAYOR AND COUNCIL OF RINCON, GEORGIA ON: May 29 20 19

John Klimm
CITY MANAGER OF RINCON

Mike Lee 11/9/2019
MAYOR OR MAYOR PRO-TEM DATE

FOR
JACOB, JERRY, & KIMBERLY ARNSDORFF
SURVEY SKETCH OF A PROPOSED DIVISION OF MAP & PARCEL R271-05 (3.14 ACRES) INTO THREE 1 ACRE PARCELS
LOCATED IN THE 09TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA

JAKE.DGN APR 14 2019 SKETCH MADE 14 APR 2019

ABBEY TOWNHOMES OWNERS ASSOC
P O BOX 1569
RINCON, GA 31326

ALEXANDER 3 INVESTMENTS LLC
P O BOX 1190
RINCON, GA 31326

ENRIQUEZ JACK
139 ACKERMAN RD
RINCON, GA 31326

HALL ROBERT E SR AND MARIE C
P O BOX 379
RINCON, GA 313260379

HAMILTON COREY RUEL AND NAIRNE H
2039 SEAGRIT BLVD | APT 5G
FAR ROCKAWAY, NY 11691

HORRELL BLAIR M AND STEPHANIE J
209 MARKET STREET
RINCON, GA 31326

JOHNSON BECKY R AND JOHN M
401 HYDE PL
RINCON, GA 31326

LEE CHRISTOPHER A
207 MARKET ST
RINCON, GA 31326

MILLER RICHARD D AND NICOLE L
203 MARKET ST
RINCON, GA 31326

TEAL INVESTMENT PROPERTIES LLC
117 ACKERMAN RD
RINCON, GA 31326

WYMAN MYRON S AND MICHELLE J
205 MARKET ST
RINCON, GA 31326

Adjacent property owners.

EXHIBIT A

BK:2734 PG:583-584
D2021012751

FILED IN OFFICE
CLERK OF COURT
10/18/2021 03:28 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
TRANSFER TAX
PAID: $30.00

PT-61 051-2021-003414

7428341760
7067927936
PARTICIPANT ID

Prepared by:
McManamy Jackson Hollis, LLC
5719 GA-21
Rincon, GA 31326
Phone: (912) 691-0943
Fax: (912) 826-0409

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 7th day of October, 2021, by and between

Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff
(Hereinafter referred to as the "Grantor"), and

Jack Enriquez
(hereinafter referred to as "Grantee")

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known and designated as Parcel 3, upon a map prepared by Adolph N. Michelis & Assoc. for Jacob, Jerry & Kimberly Arnsdorff dated April 14, 2019, recorded in Plat Book 28, Page 758, in the Office of the Clerk of the Superior Court of Effingham County, Georgia. Said property is a portion of the Tract conveyed to Jacob Jerry Arnsdorff and Kimberly D. Arnsdorff by Warranty Deed dated April 15, 2005, recorded in Deed Book 1261, page 189, in the aforesaid Clerk's office. Said map and deed are incorporated herein by reference. PIN R2710 005 B00

Said property containing improvements thereon currently known as Ackerman Road, Rincon, GA 31326, PIN R2710005B00

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,
In the presence of:

(SEAL)
Jacob Jerry Arndorff

(SEAL)
Kimberly D. Arndorff

Unofficial Witness

Notary Public

(NOTARIAL SEAL) BRANDI GRIFFIN NOTARY PUBLIC GEORGIA CHATHAM COUNTY EXPIRES FEBRUARY 22, 2022

STATE OF GEORGIA
CITY OF RINCON

ORDINANCE NO. 2026-

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF RINCON TO REZONE TO GENERAL COMMERCIAL (B-2) A CERTAIN PROPERTY KNOWN AS PARCEL # R2710005B00 LOCATED IN RINCON, GEORGIA, TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF RINCON, GEORGIA ACCORDINGLY; TO PROVIDE FOR NOTICE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Rincon, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, the Mayor and Council have authority to amend the City's Official Zoning Map from time to time, and;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF RINCON HEREBY ORDAINS, in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

Section 1. That the Zoning Ordinance and Official Zoning Map of Rincon, Georgia, as amended, be amended so that the following described property, known as Parcel # R2710005B00 (1.03 acres) located off Ackerman Road, presently owned by Jack Enriquez, as more fully described in Exhibit A, be rezoned from its present R-2 (Single-Family and Duplex Residential) to B-2 (General Commercial) with the following conditions:

- Uses on the parcel are limited to:
  - Business and Professional Offices
  - Machine Tool and Industrial Equipment Repair
- A minimum 25' vegetated buffer be required adjacent to residentially zoned parcels.

SEVERABILITY. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

EFFECTIVE DATE. This ordinance shall become effective immediately upon its adoption by the City Council.

REPEAL. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this _____ day of _____, 2026.

CITY OF RINCON

_____
Kevin Exley, Mayor

ATTEST: _____
Dulcia King, City Clerk

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		3.

AGENDA ITEM:
Vote on an application submitted by Lawrence Alexander Homes, LLC requesting Conceptual Major Subdivision approval to divide a 1.84-acre property on Savannah Avenue (Parcel R2070007) into six residential lots. The property is zoned R-2 and is owned by Deette Seckinger Bazemore. *At their November 17, 2026 meeting, the Planning and Zoning Board voted 4-0 to recommend approval of the proposed conceptual plan.*

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:
2. SAVANNAH AVENUE DEVELOPMENT_CONCEPTUAL PLAN.pdf

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

NOTE: AN OFFICIAL BOUNDARY SURVEY HAS NOT YET BEEN PERFORMED FOR THIS SITE. PROPERTY LINES, ACREAGE, AND EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE GIS INFORMATION. THIS CONCEPTUAL PLAN IS FOR PLANNING PURPOSES ONLY AND SHALL NOT BE USED FOR DESIGN, LAYOUT, CONSTRUCTION, OR PERMITTING PURPOSES.

SCALE: 1"=60'

0' 30' 60' 120'

W 6th St

Savannah Ave

5 — 12875.30 S.F. 0.30 ACRE
6 — 12772.58 S.F. 0.29 ACRE
4 — 25799.83 S.F. 0.59 ACRE
3 — 25820.41 S.F. 0.59 ACRE
2 — 12863.69 S.F. 0.30 ACRE
1 — 12858.80 S.F. 0.30 ACRE

116.86' | 116.61' | 233.84' | 117.13' | 117.18'
110.00' | 110.38' | 110.37' | 110.00'
35' F.B.S.L
25' R.B.S.L
15' S.B.S.L
15' C.B.S.L

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DATE PLOTTED: 10/29/2026 12:50 AM BY: Meghan Flowers DRAWING PATH: \\redirect\users\mflowers\Desktop\Savannah Avenue GIS\Sav Avenue.dwg

JOB NUMBER:	26-XXXX
DATE:	10.29.2026
DRAWN BY:	MLF
CHECKED BY:	MLF
SCALE:	AS NOTED

SHEET: CP1.O

CONCEPTUAL PLAN

SAVANNAH AVENUE DEVELOPMENT

PARCEL NUMBER: R2070007

LOCATED IN: RINCON, GEORGIA

PREPARED FOR: LAWRENCE ALEXANDER HOMES

COLEMAN COMPANY
ENGINEERS • SURVEYORS
1480 Chatham Parkway, Suite 100, Savannah, Georgia COA PEF006385
(912) 200-3041 | ColemanCompanyInc.com EXP DATE: 06/30/2028

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		4.

AGENDA ITEM:
Consideration of a Memorandum of Option and Land Lease, a Memorandum of Land Lease, and an Option and Land Lease with SBA Towers X, LLC for property located at N Hwy 21. (Parcel #R2570024)

SUMMARY EXPLANATION AND BACKGROUND:
SBA made changes to the lease after hearing Council's concerns during the review of this item at the October 26, 2026 City Council meeting.

ATTACHMENTS:
1. Ground Lease_GA18BAE-S_Lisa Street_REDLINE (11.03.26).docx
2. Ground Lease_GA18BAE-S_Lisa Street_CLEAN (11.03.26).docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$NA
Deduction of this purchase amount	$NA
Remaining budget balance in this line item	$NA

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between the **CITY OF RINCON**, a Georgia municipality, having an address of 302 S. Columbia Street Rincon, Georgia 31326, hereinafter referred to as "Lessor", and **SBA TOWERS X, LLC,** a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of One Thousand and 00/100 Dollars ($1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for two (2) years from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional two (2) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand and 00/100 Dollars ($1,000.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter the Premises (as defined below) to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Initial Term (as defined below) shall commence.

(e) Lessee shall pay Lessor Five Thousand and 00/100 Dollars ($5,000.00) within thirty (30) days of full execution of this Lease.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 3,600 square feet (60' x 60') of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as North Highway 21, Rincon, GA 31326 in Effingham County, Property Parcel ID 1 R2570024 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease;; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants appurtenant easements to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

All uses, structures, and improvements permitted under this Lease, including but not limited to those described above, shall at all times be subject to and consistent with the applicable zoning ordinances and regulations of the Lessor. In the event of any conflict or ambiguity between the permitted uses under this Lease and the Lessor's zoning ordinances or regulations, the Lessor's zoning ordinances and regulations shall control. If Lessee has any question as to whether a proposed use, structure, or improvement is permitted under the Lessor's zoning ordinances, Lessee shall be solely responsible for consulting with the Lessor's Zoning Department to obtain clarification or approval prior to commencing such use or construction. Nothing in this Lease shall be construed as a waiver or limitation of the Lessor's authority to enforce its zoning ordinances, nor as an obligation of the Lessor to approve any zoning request or application by Lessee. All zoning decisions shall be made in accordance with applicable ordinance standards.

3. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to eight (8) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. Rent. The rent for the Initial Term of this Lease will be One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. On each annual anniversary of the Commencement Date during the Term, the then current monthly rental fee will be increased by three percent (3%).

Each such year shall commence on the corresponding anniversary of the Commencement Date (as defined below). Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

5. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder	Type of Lien
_____	_____
_____	_____
_____	_____

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the

Term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. During the Option Period and the Term Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees during the Option Period and the Term, not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar ($1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Rincon
302 S Columbia Avenue
Rincon, Georgia 31326
Phone # - (912) 826-4745

Rent Payable to: City of Rincon

To Lessee: SBA TOWERS X, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: Lisa Street (GA18BAE-S)
Attn: Site Administration
Phone # (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee shall restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessor shall receive monthly rental payments until such time as the tower is removed from the Premises.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

12. Insurance. Lessor - Lessor, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars ($1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect and shall be issued by an insurance company authorized to do business in the state in which the Premises are located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance.

Lessee - Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by

Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

15. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises or Leased Space arising out of the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incures any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Option Period or the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the Option Period or the Term of this Lease) any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data

by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

23. Survey and Testing. Lessee will have the right during the Term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the Term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased

Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. During the Option Period and Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. Lessor agrees to process all paperwork and documentation related to such requests in a timely manner and without undue delay. Notwithstanding the foregoing, all zoning decisions, approvals, or permits requested by Lessee shall be made strictly in accordance with applicable Lessor ordinances and regulations, and subject to the objective vote of the Lessor Council, as would be the case for any other entity or citizen. Nothing in this Section or elsewhere in this Lease shall be construed to obligate Lessor to approve any zoning request or application by Lessee, nor to waive or limit Lessor's authority to enforce its zoning ordinances. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the Option Period or the Term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under this Lease.

36. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

37. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain

specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: CITY OF RINCON,
a Georgia municipality

By:_____

Print Name: _____

Title:_____

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

STATE OF _____}
} SS:
COUNTY OF _____}

Notary Public:
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, as _____ of **the CITY OF RINCON**, a Georgia municipality, by means of [ ] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforestated.

Witness my hand and seal this _____day of _____, 2026.

_____
Notary Signature

LESSEE: SBA Towers X, LLC
a Delaware limited liability company

By:_____

Print Name: Alyssa Houlihan

Title: Vice President, Site Leasing

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

STATE OF FLORIDA }
} SS:
COUNTY OF PALM BEACH }

Notary Public:
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN**, as Vice President, Site Leasing of **SBA TOWERS X, LLC**, a Delaware limited liability company, by means of [ ] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforestated.

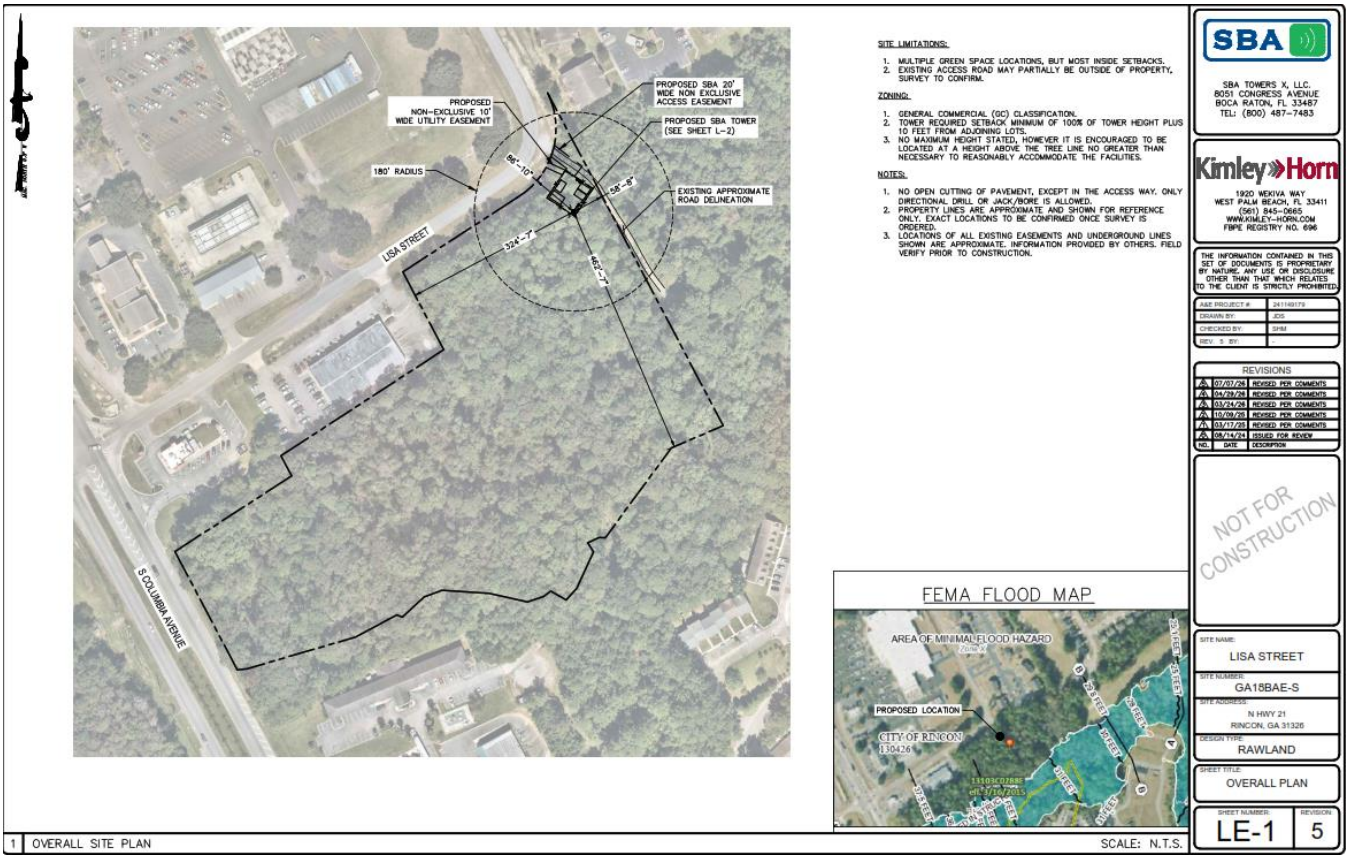
Witness my hand and seal this _____ day of _____, 2026.

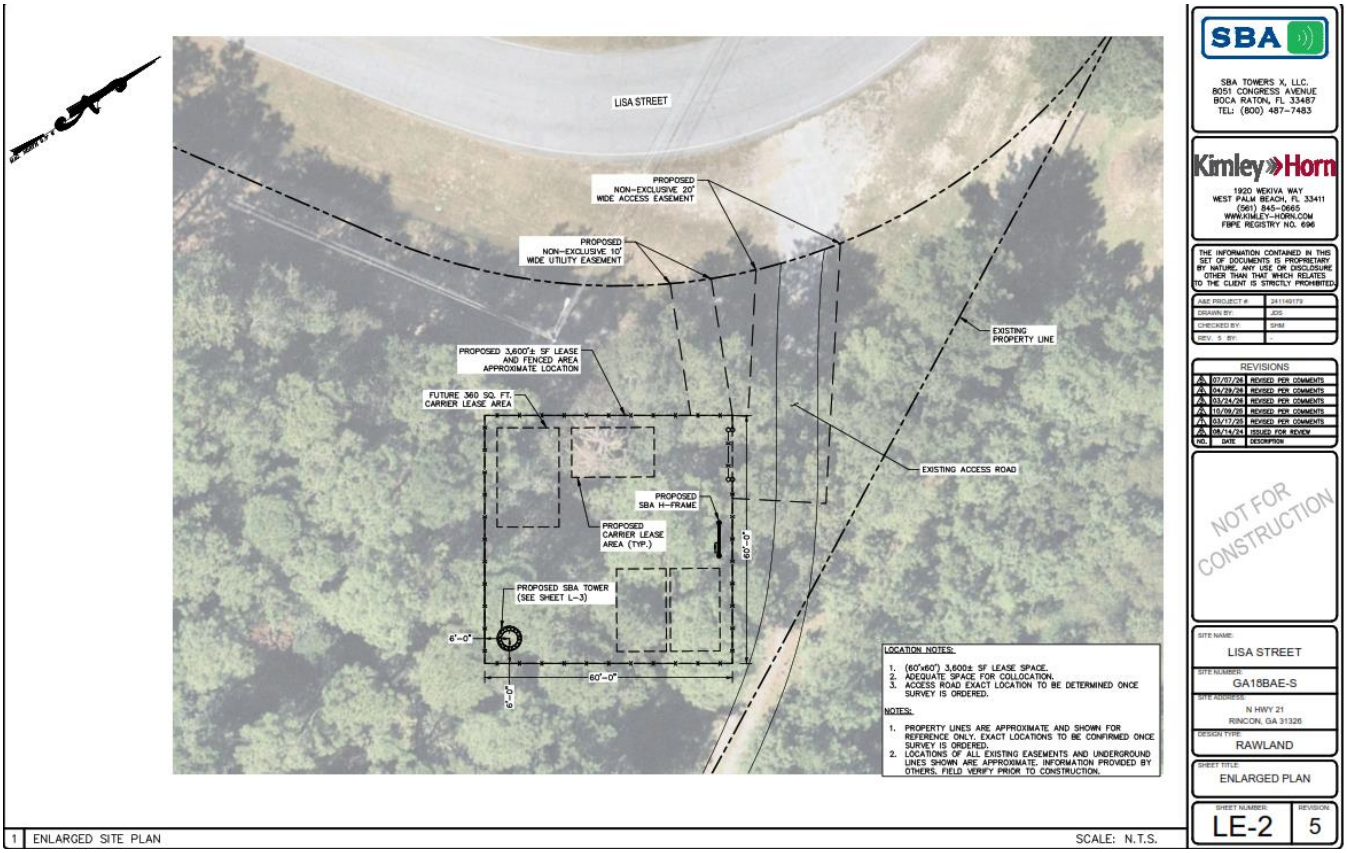
_____
Notary Signature

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of 3,600 square feet (60' x 60') of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:





Initials: _____

Initials: _____

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

Being a portion of:

All those certain lots, tracts or parcels or land situate, lying and being in the Town of Rincon, Effingham County, Georgia containing 740.53 acres, more or less, and more particularly shown as Tract 1 and Tract 2 (which has been divided into two separate parcels of 420.96 acres, more or less, and 238.18 acres, more or less) on that certain plat of survey entitled "Plat of Property of South Rincon Development Associates" dated December 5, 1986 prepared by Wilder Surveying and Mapping, a copy of which is attached hereto and made a part hereof, said Tract 1 containing 61.39 acres, more or less, and is bounded on the West by the right-of-way of Georgia Highway 21 and property now or formerly owned by C. Murray Right, M.B. Shaufelberger and J. Hilton Right; on the North by John Boyd, et al, W. Neil Smith, Milton Martin, Rincon Baptist Temple, Norman C. Chapman and the right-of-way of Weisenbaker Road (C.R. #133); on the East by Eva Roberson Tract 4 and on the South and the Southeast by the right-of-way of Fort Howard Road. Said Tract 2 containing 659.14 acres, more or less, is bounded on the West by the right-of-way of Georgia Highway 21 and NPD-Rincon Associates; on the Northwest by the right-of-way the Fort Howard Road; on the North by the Eva Roberson Tract 4 and the Stella Arnsdorf Estate; on the Northeast by Mary L. MacDonald, Sara A. Martin and the proposed Rincon Sewage Treatment Plant site and or. the Southeast and South by the run of the Sweigoffer Creek and Willowpeg Creek, which is the property line between the above described property and the property of Jessie W. Exley and the Kessler Enterprise, Inc.

Tax ID: R2570024

Being The Same Property Conveyed To The City Of Rincon, A Political Subdivision Of The State Of Georgia, Grantee, From South Rincon Development Association, A Georgia General Partnership, Grantor, By Deed Of Gift Recorded 12/31/2008, In Book 1813, Page 167, Of The Effingham County Records.

Initials: _____

Initials: _____

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between the **CITY OF RINCON**, a Georgia municipality, having an address of 302 S. Columbia Street Rincon, Georgia 31326, hereinafter referred to as "Lessor", and **SBA TOWERS X, LLC,** a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of One Thousand and 00/100 Dollars ($1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for two (2) years from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional two (2) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand and 00/100 Dollars ($1,000.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter the Premises (as defined below) to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Initial Term (as defined below) shall commence.

(e) Lessee shall pay Lessor Five Thousand and 00/100 Dollars ($5,000.00) within thirty (30) days of full execution of this Lease.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 3,600 square feet (60' x 60') of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as North Highway 21, Rincon, GA 31326 in Effingham County, Property Parcel ID 1 R2570024 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The Leased Space legal and access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 11 of this Lease;; (iii) solar panels; (iv) other forms of power or energy generation and storage; (v) any other commercial use that the Lessee or its subsidiaries or associated companies would like to develop according to their current or future corporate purpose; and (vi) any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants appurtenant easements to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

All uses, structures, and improvements permitted under this Lease, including but not limited to those described above, shall at all times be subject to and consistent with the applicable zoning ordinances and regulations of the Lessor. In the event of any conflict or ambiguity between the permitted uses under this Lease and the Lessor's zoning ordinances or regulations, the Lessor's zoning ordinances and regulations shall control. If Lessee has any question as to whether a proposed use, structure, or improvement is permitted under the Lessor's zoning ordinances, Lessee shall be solely responsible for consulting with the Lessor's Zoning Department to obtain clarification or approval prior to commencing such use or construction. Nothing in this Lease shall be construed as a waiver or limitation of the Lessor's authority to enforce its zoning ordinances, nor as an obligation of the Lessor to approve any zoning request or application by Lessee. All zoning decisions shall be made in accordance with applicable ordinance standards.

3. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to eight (8) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. Rent. The rent for the Initial Term of this Lease will be One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. On each annual anniversary of the Commencement Date during the Term, the then current monthly rental fee will be increased by three percent (3%).

Each such year shall commence on the corresponding anniversary of the Commencement Date (as defined below). Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

5. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder	Type of Lien
_____	_____
_____	_____
_____	_____

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

8. Governmental Approvals and Compliance. During the

Term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. During the Option Period and the Term Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees during the Option Period and the Term, not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar ($1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Rincon
302 S Columbia Avenue
Rincon, Georgia 31326
Phone # - (912) 826-4745

Rent Payable to: City of Rincon

To Lessee: SBA TOWERS X, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE: Lisa Street (GA18BAE-S)
Attn: Site Administration
Phone # (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. Lessee Improvements. Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee shall restore the Leased Space to its original condition at the commencement of this Lease to a level of two (2) feet below grade, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessor shall receive monthly rental payments until such time as the tower is removed from the Premises.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

12. Insurance. Lessor - Lessor, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars ($1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect and shall be issued by an insurance company authorized to do business in the state in which the Premises are located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance.

Lessee - Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars ($1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by

Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expenses. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

15. Maintenance. Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises or Leased Space arising out of the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, Lessee will in no event be liable in damages for Lessor's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and Lessor, and anyone claiming by or through Lessor, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incures any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Option Period or the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the Option Period or the Term of this Lease) any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data

by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

23. Survey and Testing. Lessee will have the right during the Term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the Term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased

Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. Further Assurances. During the Option Period and Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. Lessor agrees to process all paperwork and documentation related to such requests in a timely manner and without undue delay. Notwithstanding the foregoing, all zoning decisions, approvals, or permits requested by Lessee shall be made strictly in accordance with applicable Lessor ordinances and regulations, and subject to the objective vote of the Lessor Council, as would be the case for any other entity or citizen. Nothing in this Section or elsewhere in this Lease shall be construed to obligate Lessor to approve any zoning request or application by Lessee, nor to waive or limit Lessor's authority to enforce its zoning ordinances. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

33. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Option Period or the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. Right of First Refusal. If at any time during the Option Period or the Term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under this Lease.

36. Prevailing Party. In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

37. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain

specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: CITY OF RINCON,
a Georgia municipality

By:_____

Print Name: _____

Title:_____

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

LESSEE: SBA Towers X, LLC
a Delaware limited liability company

By:_____

Print Name: Alyssa Houlihan

Title: Vice President, Site Leasing

Date:_____

Witness:_____

Print Name: _____

Witness:_____

Print Name:_____

STATE OF _____}
} SS:
COUNTY OF _____}

Notary Public:
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____, as _____ of **the CITY OF RINCON**, a Georgia municipality, by means of [ ] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforestated.

Witness my hand and seal this _____day of _____, 2026.

_____
Notary Signature

STATE OF FLORIDA }
} SS:
COUNTY OF PALM BEACH }

Notary Public:
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN**, as Vice President, Site Leasing of **SBA TOWERS X, LLC**, a Delaware limited liability company, by means of [ ] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforestated.

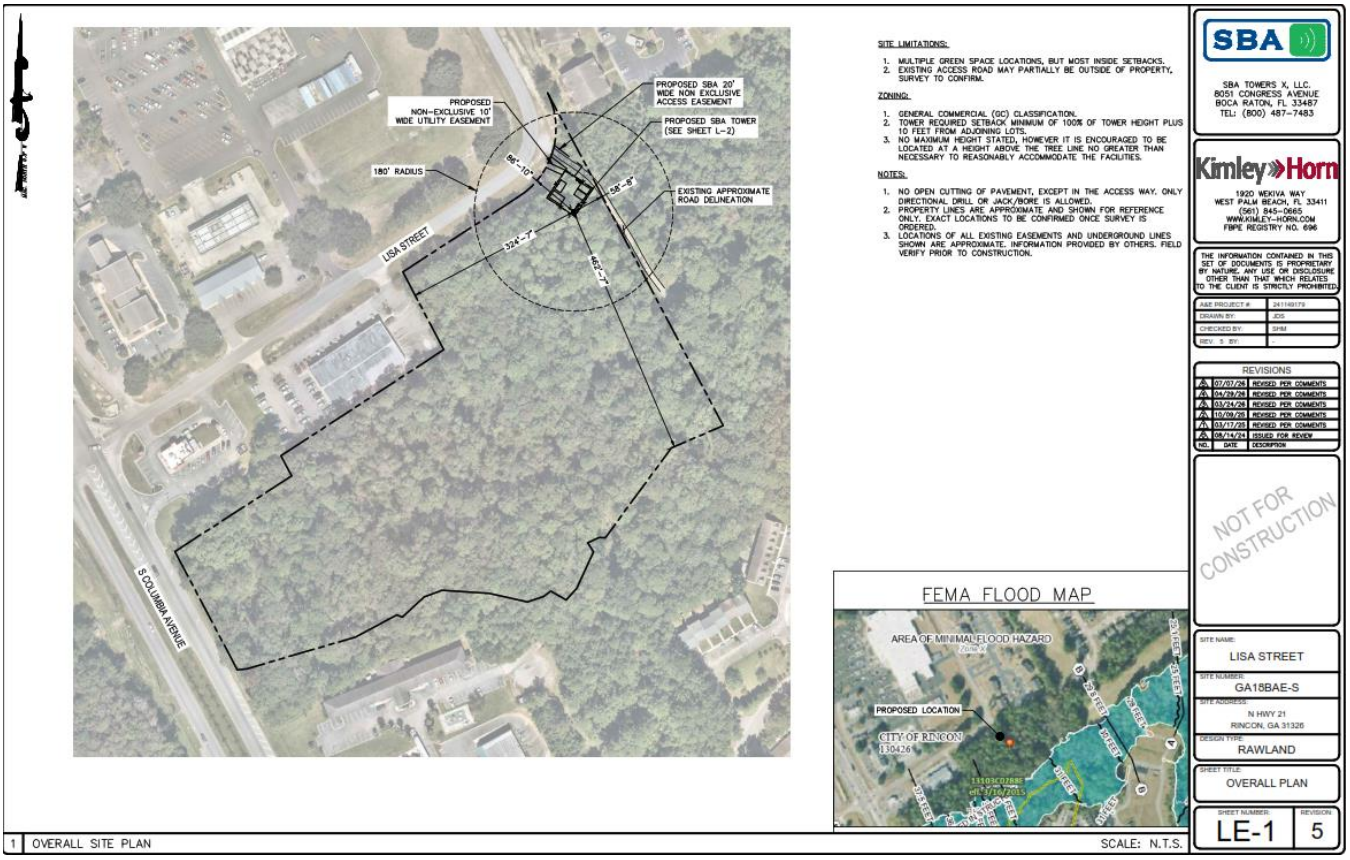
Witness my hand and seal this _____ day of _____, 2026.

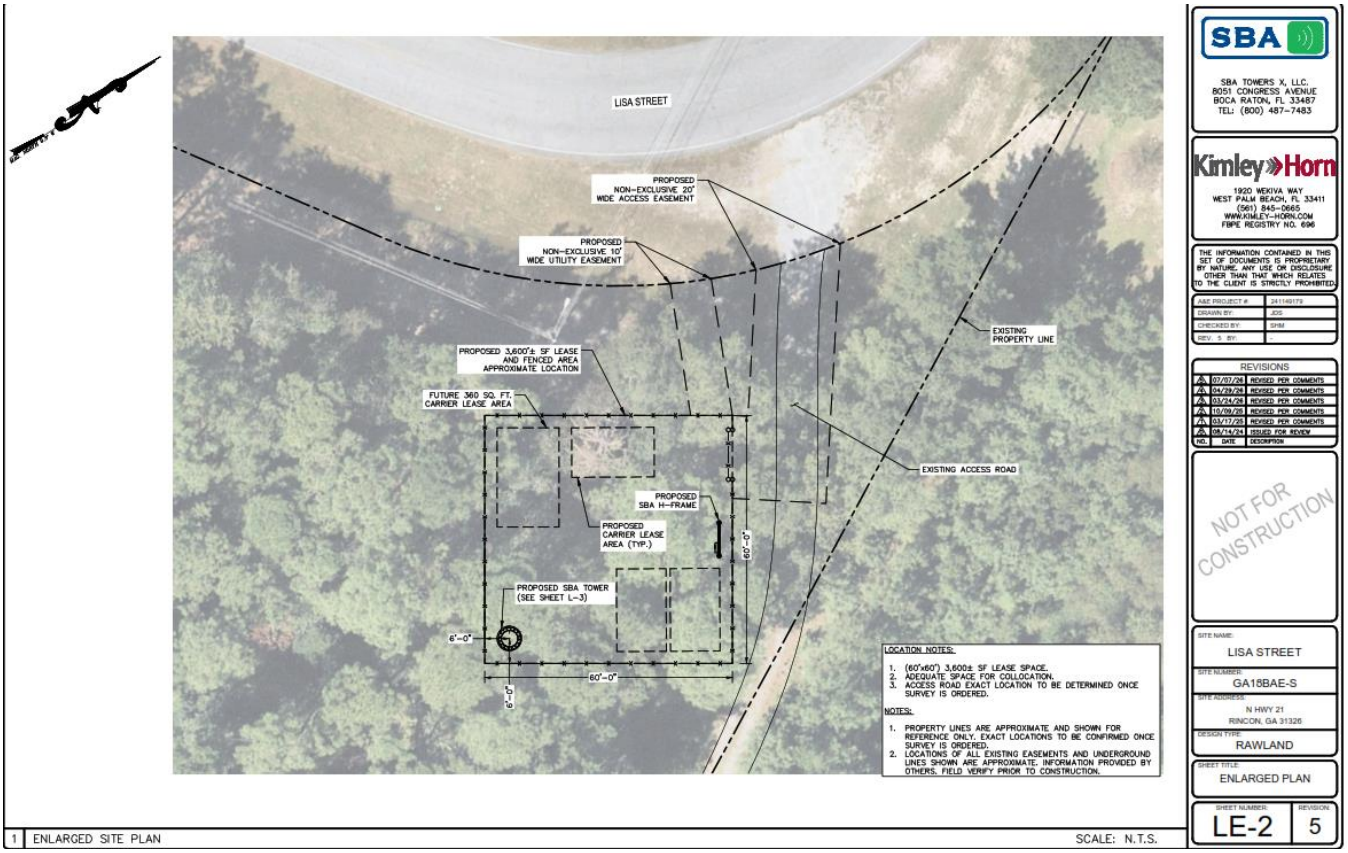
_____
Notary Signature

EXHIBIT A

LEASED SPACE

The Leased Space shall consist of 3,600 square feet (60' x 60') of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:





Initials: _____

Initials: _____

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

Being a portion of:

All those certain lots, tracts or parcels or land situate, lying and being in the Town of Rincon, Effingham County, Georgia containing 740.53 acres, more or less, and more particularly shown as Tract 1 and Tract 2 (which has been divided into two separate parcels of 420.96 acres, more or less, and 238.18 acres, more or less) on that certain plat of survey entitled "Plat of Property of South Rincon Development Associates" dated December 5, 1986 prepared by Wilder Surveying and Mapping, a copy of which is attached hereto and made a part hereof, said Tract 1 containing 61.39 acres, more or less, and is bounded on the West by the right-of-way of Georgia Highway 21 and property now or formerly owned by C. Murray Right, M.B. Shaufelberger and J. Hilton Right; on the North by John Boyd, et al, W. Neil Smith, Milton Martin, Rincon Baptist Temple, Norman C. Chapman and the right-of-way of Weisenbaker Road (C.R. #133); on the East by Eva Roberson Tract 4 and on the South and the Southeast by the right-of-way of Fort Howard Road. Said Tract 2 containing 659.14 acres, more or less, is bounded on the West by the right-of-way of Georgia Highway 21 and NPD-Rincon Associates; on the Northwest by the right-of-way the Fort Howard Road; on the North by the Eva Roberson Tract 4 and the Stella Arnsdorf Estate; on the Northeast by Mary L. MacDonald, Sara A. Martin and the proposed Rincon Sewage Treatment Plant site and or. the Southeast and South by the run of the Sweigoffer Creek and Willowpeg Creek, which is the property line between the above described property and the property of Jessie W. Exley and the Kessler Enterprise, Inc.

Tax ID: R2570024

Being The Same Property Conveyed To The City Of Rincon, A Political Subdivision Of The State Of Georgia, Grantee, From South Rincon Development Association, A Georgia General Partnership, Grantor, By Deed Of Gift Recorded 12/31/2008, In Book 1813, Page 167, Of The Effingham County Records.

Initials: _____

Initials: _____

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		5.

AGENDA ITEM:

Vote on a Conditional Use Variance request submitted by Shahzad Mahmood with Kimley-Horn & Associates to construct and maintain a 180' monopole-style wireless telecommunications facility. The property, which is zoned B-2, is located at 0 Lisa Street (Parcel #: R2570024) and is owned by the City of Rincon. *The proposed cell tower will not meet the setback requirements. It will be approximately 61'4" from the Lisa Street side of the property and approximately 49'1" from the adjacent multi-family property. The applicant has included a letter from a structural engineer that confirms that, in the event of a failure, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft, which will result in a 0' fall radius. This letter, along with a letter from AT&T requesting the 180' height, is included. The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. However, the members present discussed the request, including the fall radius for both the tower and the mounted antenna and the possibility of moving the leased area slightly to the north. One member of the public asked questions regarding ice coming off the top of the tower/antennas and onto the adjacent residential property and encroachments into the FAA Charlie zone.*

SUMMARY EXPLANATION AND BACKGROUND:

****SEE PUBLIC HEARING ITEM FOR ATTACHMENTS. ****

ATTACHMENTS:

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:

Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		6.

AGENDA ITEM:
Second Reading of an ordinance to approve the third set of 2026 Unified Development Ordinance (UDO) amendments. These amendments include changes to Chapters 2, 3, 4, 6, and 7 as well as a general renumbering of the UDO. *The Planning and Zoning Board was unable to vote at its October 20, 2026 meeting due to a lack of quorum. Members present discussed the proposed amendments and recommended revisions regarding front yard setback reductions on corner lots and eligibility to serve on City boards.*

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:
1. Ordinance - UDO_Amendments - 2026 Third Set.docx

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$0
Deduction of this purchase amount	$0
Remaining budget balance in this line item	$0

STATE OF GEORGIA
CITY OF RINCON

ORDINANCE NO. 2026-

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF RINCON AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE CITY OF RINCON, GEORGIA, SPECIFICALLY RENUMBERING THE UDO TO INCORPORATE THE INTERNAL CHAPTER NUMBER, CHAPTER 2 (DEFINITIONS), CHAPTER 3 (DEVELOPMENT REGULATIONS), CHAPTER 4 (PARKING AND STREETS), CHAPTER 6 (DEVELOPMENT REVIEW), AND CHAPTER 7 (LANDSCAPING); TO PROVIDE FOR NOTICE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Rincon, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, the Mayor and Council have authority to amend the City's ordinances from time to time and where necessary to maintain adequate regulations, and;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF RINCON HEREBY ORDAINS, in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

That the following amendments be made to the UDO. Note: Proposed additions are shown with double underline, proposed deletions are shown with ~~strikethrough~~.

RENUMBERING THE UDO:

The UDO will remain Chapter 90 of the City's Code of Ordinances. Sections will be renumbered to incorporate the applicable internal chapter number. For example, sections within Chapter 1 will be numbered 90-1-100, 90-1-101, and so forth; sections within Chapter 2 will be numbered 90-2-100, 90-2-101, and so forth. All corresponding cross-references will be updated to reflect the new numbering.

Chapter 2 – Definitions

HOUSE TRAILER: See ~~*MOBILE HOME*~~ *MANUFACTURED HOME*

~~**MOBILE HOME PARK:** A parcel of land not less than 5 acres in size owned by an individual, partnership, or corporation which is used for the rental of mobile homes.~~

~~**MOBILE HOME SPACE:** A plot of land for placement of a single mobile home within a mobile home park.~~

PAD: A paved space in a ~~mobile~~ manufactured home part for the parking of a ~~mobile~~ manufactured home and usually containing utility connections.

SERVICE BUILDINGS: a building housing facilities such as: laundry, maintenance, office and recreational structures necessary to the successful development and management of a ~~mobile or~~ manufactured home park and a recreational vehicle park.
SKIRTING/UNDERPINNING: Installation of acceptable material from the exterior base of the ~~mobile~~ manufactured home to the ground which may or may not provide support to the home. Acceptable materials include masonry, stone and may include metal or other materials compatible with the siding of a particular ~~mobile~~ manufactured home unit.
TRAILER COURT: See ~~MOBILE~~ MANUFACTURED HOME PARK.

Chapter 3 – Development Regulations

Sec. 90-27 – Establishment and purpose of zoning districts.

(A) 6. Residential – R-4. Purpose of district. A district where campgrounds, ~~mobile~~ manufactured homes and recreational vehicle parks are permitted.

Table 90-27.1
Residential Districts

Zoning District	Min. Front Setback
R-1	35 ft*
R-2	35 ft*
R-4	35 ft*
R-5	25 ft*
*For properties with frontage on two streets, the required front yard setback shall apply along the street from which the property is addressed and toward which the principal entrance faces. The required setback along the other street may be reduced by up to 50 percent.	

Sec. 90-31 – Design Standards.

(C)Manufactured home safety standards.
For the purposes of public safety, all manufactured homes or other such forms of ~~mobile,~~ modular~~,~~ or manufactured housing are subject to the following requirements:

Table 90-39.1 Key C = Conditional Use P = Permitted Use SU = Special Use	R-4	B-2	Reference
~~Mobile~~ Manufactured Home, Travel Trailer, Campgrounds, and Recreational Vehicle Parks	SU		Sec. 90-71
Schools, Public or Private		SU	Sec. 90-xx

Sec. 90.50 – Secondary dwelling structures.

(D) Non-residential ~~mobile~~ manufactured homes ~~structures~~ as temporary use.
(1) Such ~~mobile~~ manufactured home shall be allowed only for use by schools or churches.
(3) Placement of the ~~mobile unit~~ manufactured home must be compatible with the established development pattern so as not to adversely affect the adjoining and surrounding properties.
(5) When a ~~mobile unit~~ manufactured home is placed upon an occupied lot, it shall comply with

all regulations established for the district.
(6) The ~~mobile unit~~ manufactured home shall be provided with skirting completely enclosing any open space that exists between the ground and the bottom of the manufactured home ~~mobile unit~~. Such enclosure shall be visually compatible with the neighborhood.
(7) The ~~mobile unit~~ manufactured home shall be provided with a foundation designed to support the maximum load during all seasons and approved by the Planning and Development Department.
(8) No additions shall be made to the ~~mobile unit~~ manufactured home.
(10) The ~~mobile unit~~ manufactured home shall be located on the tract of land in a manner consistent with the location of building on adjoining lots.

Sec. 90.54 – Special Use Regulations.
Sec. 90-71 – ~~Mobile~~ Manufactured Home, Travel Trailer, Campgrounds, and Recreational Vehicle Parks
Sec. 90.xx. – Schools, Public or Private.
Schools are only permitted in the B-2 zoning district if they are associated with a Church or Place of Worship.

Chapter 4 – Parking & Streets

Table 90.83.1

USES	PARKING SPACES REQUIRED
~~Mobile~~ Manufactured Home, Travel Trailer, Campgrounds, and Recreational Vehicle Parks	1 per individual site

Chapter 6 – Development Review

Sec. 90.112 – Planning and Zoning Board.
(B) Membership: ~~The Board shall comprise of seven Rincon residents; members to be appointed by City Council.~~ The Board shall consist of seven members appointed by City Council. Each member shall be a resident of the City of Rincon, an owner of a business located within the City of Rincon, or a resident of unincorporated Effingham County with a Rincon mailing address. A minimum of four (4) members [or a majority] of the Board shall be permanent resident citizens of the City and registered voters therein at the time of their appointment and throughout their term of office.

Sec. 90.1xx – Design Review Board.

(A) Establishment and responsibilities.

There is hereby established a Design Review Board ("Board") to review proposed development within the City's overlay districts for compliance with the architectural elements and design requirements applicable to each overlay district. The Board shall have the following duties and responsibilities:

(1) Review proposed new development, redevelopment, building additions, exterior alterations, and other site or building improvements subject to the architectural or design requirements of any overlay district established by this UDO.

(2) Evaluate proposed improvements for compliance with the applicable overlay district standards, including, where regulated, building placement, architectural style, exterior materials and colors, building elevations, roof design, landscaping, screening, lighting, signage, and other site design elements.

(3) Review architectural plans, elevations, renderings, material samples, landscape plans, and other information necessary to determine compliance with the applicable overlay district requirements.

(4) Approve, approve with conditions, or deny the architectural and design elements of applications subject to Board review. Decisions shall be provided in writing and shall identify the applicable overlay district requirements supporting the decision. Any conditions of approval shall specify the modifications necessary to achieve compliance.

(5) Review and decide upon proposed revisions to previously approved plans when those revisions affect compliance with applicable architectural or design requirements.

(6) Provide recommendations to City Council concerning amendments to overlay district architectural and design standards when requested.

(B) Membership.

(1) The Board shall consist of five (5) voting members appointed by City Council.

(2) Each member shall meet at least one of the following eligibility requirements:

a. Be a resident of the City of Rincon;

b. Be an owner of a business located within the City of Rincon; or

c. Be a resident of unincorporated Effingham County with a Rincon mailing address.

(3) Three (3) members shall be appointed to professional positions. Each member appointed to a professional position shall have professional qualifications or substantial work experience in one or more of the following fields: landscape architecture, the construction industry, building construction, architecture, or real estate sales or brokerage.

(4) Two (2) members shall be appointed to at-large positions. At-large members shall meet the eligibility requirements of subsection (B)(2) but shall not be required to possess the professional qualifications described in subsection (B)(3).

(5) Members shall serve at the pleasure of City Council for terms of three (3) years. Members may be reappointed for one additional consecutive three-year term. A member who has served two consecutive terms shall not be eligible for reappointment for a minimum of five (5) years.

(6) Terms shall be staggered to provide continuity. For the initial appointments, City Council shall appoint one member for a one-year term, two members for two-year terms, and two members for three-year terms. Thereafter, regular terms shall begin January 1 and end December 31.

(7) City Council shall promptly fill vacancies for the remainder of the unexpired term. An appointment to a vacant professional position shall satisfy the qualifications required for that position.

(C) Organization and procedural rules.

(1) The Board shall elect a Chairperson and Vice Chairperson by a simple majority of its voting members at its first meeting of each calendar year. The Board shall appoint a secretary, who may be an employee of the City.

(2) The Board shall adopt rules of procedure consistent with this UDO and applicable law.

(3) Three (3) voting members shall constitute a quorum. Board action shall require the affirmative vote of a majority of the members present and eligible to vote, provided that a quorum of eligible members is present for the matter under consideration.

(4) The Board shall meet as necessary to review applications referred by the Planning and Development Department. Meetings, notices, agendas, and minutes shall comply with the Georgia Open Meetings Act.

(5) The Board shall maintain a public record of its proceedings, findings, and decisions.

(D) Disclosure of conflicts of interest.

Members of the Board and applicants appearing before the Board shall be subject to the disclosure and conflict-of-interest requirements established in Section 90-112(D). References in that subsection to the Planning and Zoning Board shall also apply to the Design Review Board.

A member with a conflict of interest shall publicly disclose the conflict and shall not participate in the Board's deliberation or vote on the affected matter. The disclosure and recusal shall be recorded in the meeting minutes.

(E) City services and support.

The City shall provide suitable meeting space, clerical assistance, and supplies necessary for the Board to perform its duties. The Planning and Development Department shall coordinate application submissions and maintain the Board's records.

(F) Review procedure and authority.

(1) Applications subject to Design Review Board review shall be submitted through the Planning and Development Department. The Department shall refer the applicable plans and supporting materials to the Board for review and decision.

(2) The Board shall have final decision-making authority regarding compliance with the architectural and design requirements of the applicable overlay district. Approval by the Board shall be required before the City issues any permit authorizing construction or installation of the improvements subject to that review.

(3) The Board shall approve an application upon determining that it complies with all applicable architectural and design requirements. The Board may approve an application with conditions specifying the modifications necessary to achieve compliance. A denial shall identify the applicable requirements that have not been met.

(4) The Board's review and decisions shall be based on the adopted requirements of the applicable overlay district. Any condition of approval shall relate to an applicable requirement of this UDO.

(5) Proposed revisions to approved plans that affect compliance with applicable architectural or design requirements shall be submitted to the Board for approval before the revised improvements are constructed or installed.

(6) Approval by the Board shall not constitute approval of a rezoning, special use, subdivision, development plan, or other application requiring separate approval under this UDO, nor shall it relieve an applicant of any other applicable requirement.

(7) The Board shall not grant variances, approve prohibited uses, or waive requirements of this UDO. Requests for such relief shall follow the applicable procedures established elsewhere in this UDO.

Sec. 90.144 – Permits required for construction.

(A) Building Permit. A building permit issued by the Planning and Development Department is required in advance of the initiation of construction, erection, moving or alteration of any building or structure. All applications for building permits shall be accompanied by a land survey or a plot plan prepared from a land survey, drawn to scale and ~~a plat or plan, drawn to scale,~~ showing the actual dimensions of the lot to be built upon, the size of the building to be erected, the location of the building on the lot, the number of dwelling units the design is to accommodate, and such other information as may be essential for determining whether the provisions of this chapter are being observed. The underlying survey shall be prepared by a registered land surveyor. Hand-drawn sketches shall not be accepted. A record of such application and plats or plans shall be kept by the Planning and Development Department. A building permits is also required for accessory structures on residential lots such as sheds, fences, in ground swimming pools, and shallow wells.

Chapter 7 – Landscaping

Sec. 90-158.- Submission of landscape site plan for development.

(C) A landscape site plan shall indicate the following items:

(14) For sites exceeding fifty (50) acres, a fifty-foot by fifty-foot (50′ × 50′) tree sampling area may be used in lieu of a tree survey of the entire site. All Champion trees throughout the site shall be identified and shown on the landscape site plan, regardless of whether a tree sampling

area is used.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the City hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Severability. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Effective Date. This ordinance shall become effective immediately upon its adoption by the City Council.

Repeal. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED this _____ day of _____, 2026.

CITY OF RINCON

_____
Kevin Exley, Mayor

ATTEST: _____
Dulcia King, City Clerk

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		7.

AGENDA ITEM:
Request approval of the reappointments of Justin Doss and Jimmy Bowen to the Planning and Zoning Board. These appointments will be effective January 1, 2027 - December 31, 2029.

SUMMARY EXPLANATION AND BACKGROUND:

ATTACHMENTS:

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item #

Fund Account Name:

Account tabulation:

Current Budget Amount	$NA
Deduction of this purchase amount	$NA
Remaining budget balance in this line item	$NA

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		8.

AGENDA ITEM:
Consideration of Budget Amendment BA 2026-08 (for the Fire Department to purchase 2 Vehicles with Light Packages and other equipment needed).

SUMMARY EXPLANATION AND BACKGROUND:
Fire Dept has requested to purchase 2 Ford explorers to use them as Quick Response vehicles. This amendment will include the quote from Ford to purchase the vehicles, quote from Dana Safety Supply to install the light packages on those vehicles, and a quote from Ten-8 for additional equipment needed on the vehicles.

ATTACHMENTS:

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:

Budget Amendment Required:	If yes, complete below:	
Transfer $ $143,248	From Acct #: SPLOST 2016 Referendum	To Acct #: 320-3500-542523 & 320-3500-524524

Purchase:

Funds to be paid from line item # SPLOST 2016 Referendum

Fund Account Name: SPLOST 2016 Referendum

Account tabulation:

Current Budget Amount	$$183,451
Deduction of this purchase amount	$$143,248
Remaining budget balance in this line item	$$42,203

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		9.

AGENDA ITEM:
Request approval to purchase truck mounted equipment and training Self-contained Breathing apparatus cylinders from Ten-8 in the amount of $35,365.82.

SUMMARY EXPLANATION AND BACKGROUND:
The Fire Department needs equipment to fully complete their Aerial Apparatus and 10 training SCBA cylinders.

ATTACHMENTS:
1. Ten-8 Quote

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ $35,365.82 From Acct #: To Acct #:

Purchase:

Funds to be paid from line item # 320-3500-542523

Fund Account Name: Capital Equipment

Account tabulation:

Current Budget Amount	$$35,366.00
Deduction of this purchase amount	$$35,365.82
Remaining budget balance in this line item	$$0.00

TEN-8 FIRE & SAFETY, LLC
1112 MANATEE AVE E
BRADENTON, FL 34208
USA
Phone: 800-228-8368
Fax: 941-756-2598

Amended

QUOTATION

Quote Number	Document Date	Page
231084709	**10/26/26**	**1/3**

Customer No.: **C00859**

PO Number:

Sales Employee	Email
Busby, Ricky	**rbusby@ten8fire.com**

Document Owner	Email
Huynh, Khanh P	**khuynh@ten8fire.com**

Sell To:

RINCON VFD

302 S. COLUMBIA AVE
RINCON GA 31326
USA

Delivery Address

RINCON VFD

109 West 17th Street
Rincon GA 31326
USA

	Description	Quantity	UoM	Vendor	Price	Total
10175708	**CYL,G1 LP RC,4500 PSIG, 45MINS W/QC**	**10**	**EA**	**MSA SAFETY SALES, LLC**	**1,593.66**	**15,936.60**
10206313	**G1 RIT System, 4500, FCPC, Reg, 6-Ft Q-F,UEBSS remote gauge, URC, Quick-Connect. Less cylinder and RIT bag.**	**1**	**EA**	**MSA SAFETY SALES, LLC**	**6,120.30**	**6,120.30**
10175710	**CYL,G1 RC,4500 PSIG, 60 MINS W/QC**	**1**	**EA**	**MSA SAFETY SALES, LLC**	**1,957.20**	**1,957.20**
RBL303	**L3 LITE-SPEED RIT BAG (RED)**	**1**	**EA**	**TRUE NORTH GEAR, LLC**	**345.90**	**345.90**
10165446	**ALTAIR 5X COLOR (LEL,O2,CO,H2S,PID)**	**1**	**EA**	**MSA SAFETY SALES, LLC**	**4,262.22**	**4,262.22**
10099397	**CHARGER CRADLE ASSY:ALTAIR5,VEHICLE**	**1**	**EA**	**MSA SAFETY SALES, LLC**	**342.40**	**342.40**
TFLK33	**FLIR K33 THERMAL IMAGER KIT**	**1**	**EA**	**TEAM EQUIPMENT INC**	**3,072.20**	**3,072.20**
TFLTC	**FLIR TRUCK CHARGER (Kxx Only (K33, K45, K53, K55, K65, K75, & K85)**	**1**	**EA**	**TEAM EQUIPMENT INC**	**545.00**	**545.00**
FASTLITE-ORA	**FAST BOARD W/INTERNAL LED LIGHTS, ORANGE**	**1**	**EA**	**FAST RESCUE SOLUTIONS**	**2,599.00**	**2,599.00**

Shipping: Freight Included

Subtotal:	**$ 35,180.82**
Freight:	**$ 185.00**
Total Before Tax:	**$ 35,365.82**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 35,365.82**

Meeting Date	AGENDA COVER PAGE	Agenda Item Number
11/23/2026		10.

AGENDA ITEM:
Request approval to purchase (2) two 2026 Ford Explorers from Hardy Ford and light packages from Dana Safety in the amount of $107,882.00.

SUMMARY EXPLANATION AND BACKGROUND:
Purchase two Ford Explorers for quick response vehicles with light packages. This is to keep from running my big engines on every medical call to cut down on maintenance cost of primary fire apparatus. Recommend purchase of said equipment.

ATTACHMENTS:
1. Quote.pdf

BUDGET and PURCHASE INFORMATION SECTION:

Budget Amendment:
Budget Amendment Required: If yes, complete below:

Transfer $ From Acct #: To Acct #:

Purchase:

Funds to be paid from line item # 320-3500-542523

Fund Account Name: 2021 SPLOST

Account tabulation:

Current Budget Amount	$$107,882.00
Deduction of this purchase amount	$$ 107,882.00
Remaining budget balance in this line item	$$0.00

$107,882

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620



Client Proposal

Prepared by:
Austin Harris
Date: 10/27/2026

Prepared by: Austin Harris
10/27/2026

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$48,550.00
Options	$580.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,795.00
Subtotal	$50,925.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	STATE CONTRACT #99999-SPD-SPD0000218-0003 DISCOUNT	-$6,396.00
DEL	DELIVERY	$110.00
Total		$44,639.00

TOTAL FOR TWO VEHICLES $89,278

Customer Signature

Acceptance Date

Prepared by: Austin Harris
10/27/2026

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle

Code	WERS	Description	MSRP
K8A		Base Vehicle Price (K8A)	$48,550.00
500A		Order Code 500A	N/C
425		50-State Emissions System	STD
99B		Engine: 3.3L V6 Direct-Injection	N/C
44U		Transmission: 10-Speed Automatic (44U)	N/C
STDAX		3.73 Axle Ratio	Included
STDTR		Tires: 255/60R18 as BSW	Included
STDWL		Wheels: 18" X 8" 5-Spoke Painted Black Steel	Included
9		Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
PAINT		Monotone Paint Application	STD
119WB		119" Wheelbase	STD
STDRD		Radio: AM/FM/MP3 Capable	Included
153		Front License Plate Bracket	N/C
51T		Driver Only LED Bulb Spot Lamp (Whelen)	$420.00
52P		Hidden Door-Lock Plunger	$160.00
68G		Rear-Door Controls Inoperable	Included
UM_01		Agate Black	N/C
9W_01		Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL			$49,130.00
Destination Charge			$1,795.00
TOTAL			$50,925.00

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote

Sales Quote No.	652092-B
Customer No.	RINCO

Bill To

RINCON FIRE DEPT
302 S COLUMBIA AVE
RINCON, GA 31326
United States

Contact: Chief Reed
Telephone: 912-826-5200
E-mail: lreed@rinconga.gov

Ship To

(For Pickup - RINC)
RINCON WAREHOUSE
145 INDUSTRIAL BLVD
RINCON, GA 31326

Contact: Dustin Graveline
Telephone: 912-658-1698
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/27/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Melinda Hagan	Dustin Graveline-Rincon	CHF REED	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENFWB01ES1 SOI, NFLIB, FRNT, 6MOD, 2025 PIU, RW/RW Warehouse: RINC Ford Explorer/PI Utility (2025) Split Front (DRV) |D12||D12||D12||D12||D12||D12| (PAS) |R_W||R_W||R_W||R_W||R_W||R_W| Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	747.4200	1,494.84
2	2	Y	ENFWB01P76 SOI, NFLIB, REAR, 6MOD, 2025 PIU, RA/RA Warehouse: RINC Ford Explorer/PI Utility (2025) Solid Rear (DRV) |D12||D12||D12||D12||D12||D12| (PAS) |R_A||R_A||R_A||R_A||R_A||R_A| Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	747.4200	1,494.84
4	4	Y	ESLRL6115D SOI, SL RUNNING, 61", 5MOD, R/W, 2CLR/DUO Warehouse: RINC SL Running Light, 61" - 5 Module, Dual Color Red/White	363.0000	1,452.00
4	4	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: RINC	21.3500	85.40

Print Date	11/01/26
Print Time	10:57:48 AM
Page No.	1

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote

Sales Quote No.	652092-B
Customer No.	RINCO

Bill To

RINCON FIRE DEPT
302 S COLUMBIA AVE
RINCON, GA 31326
United States

Contact: Chief Reed
Telephone: 912-826-5200
E-mail: lreed@rinconga.gov

Ship To

(For Pickup - RINC)
RINCON WAREHOUSE
145 INDUSTRIAL BLVD
RINCON, GA 31326

Contact: Dustin Graveline
Telephone: 912-658-1698
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/27/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Melinda Hagan	Dustin Graveline-Rincon	CHF REED	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
16	16	Y	EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: RINC - 4 GRILLE - 4 REFLECTOR	112.9800	1,807.68
2	2	Y	PMPSABK003 SOI GRILLE MOUNT BRACKET 4 MOD KIT Warehouse: RINC Grille Mount Bracket 4 Mod Kit for installation on Ford Explorer & Police Interceptor Utility 2020-2022 for use with 3" and 4" Stud Mount, allows the lights to be attached to the front grille, no need to drill holes	79.3800	158.76
4	4	Y	EMPSA05BT-D SOI, MPWR FASCIA, 4X2, QM, BLK HSG, RED/WHT Warehouse: RINC - TAG	162.7200	650.88
4	4	Y	ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: RINC Headlight Housing	76.8600	307.44
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: RINC 100J series composite speaker w/ universal bail brkt-100 watt	181.0200	362.04

Print Date	11/01/26
Print Time	10:57:48 AM
Page No.	2

Continued on Next Page

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Telephone: 800-845-0045

Sales Quote

Sales Quote No.	652092-B
Customer No.	RINCO

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302 S COLUMBIA AVE
RINCON, GA 31326
United States

Contact: Chief Reed
Telephone: 912-826-5200
E-mail: lreed@rinconga.gov

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145 INDUSTRIAL BLVD
RINCON, GA 31326

Contact: Dustin Graveline
Telephone: 912-658-1698
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/27/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Melinda Hagan	Dustin Graveline-Rincon	CHF REED	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENGSA5201 SOI 500 SERIES SIREN W/ BUILT IN LINK MODULE Warehouse: RINC bluePRINT® 500 Series Remote Amplifier with Link, 10-16v, 200 Watt dual-tone	716.9400	1,433.88
2	2	Y	ENGCP18003 SOI PUSH BUTTON CONTROL PANEL W/MICROPHONE Warehouse: RINC Push Button Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	179.7600	359.52
2	2	Y	ENGLNVH018 500 LINK 25/26 F-150/250 2024+ PIU/EXPLORER Warehouse: RINC Vehicle Harness for bluePRINT® 500 with Link with 25' data cable for Ford F-150 2024-2025, Ford Police Interceptor / Explorer 2025	176.4000	352.80
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: RINC	233.5200	467.04
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: RINC	172.6200	345.24
2	2	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: RINC	84.8400	169.68

Print Date	11/01/26
Print Time	10:57:48 AM
Page No.	3

Continued on Next Page

DANA SAFETY SUPPLY, INC
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Telephone: 800-845-0045

Sales Quote

Sales Quote No.	652092-B
Customer No.	RINCO

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RINCON FIRE DEPT
302 S COLUMBIA AVE
RINCON, GA 31326
United States

Contact: Chief Reed
Telephone: 912-826-5200
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/27/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Melinda Hagan	Dustin Graveline-Rincon	CHF REED	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7170-0734-01 GJ, CONSOLE PKG, 2020-25 PIU, RMK TAB, 18" Warehouse: RINC NO ADDITIONAL MOUNTING HARDWARE NECESSARY, MOUNTS DIRECTLY TO VEHICLE. INCLUDES THE 7160-1446 CONSOLE, THE 7160-0846 INERNAL CUP HOLDER, & THE 7160-0429 REAR MOUNTED ARMREST. PACKAGE INCLUDES THE FOLLOWING EQUIPMENT BRACKETS --- 1) 7160-0321 1) 20033 1) 1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALL. **********	555.9800	1,111.96
2	2	Y	EMZ-PIU-0060 EMOUNTZ REAR BUMPER REFLECTOR INSERT, 20-25 PIU Warehouse: RINC https://emountz.com/products/2020-2025-explorer-police-interceptor-utility-piu-rear-bumper-insert	55.0000	110.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RINC Install Equipment Above and C/S Motorola Radio	2,795.0000	5,590.00

Print Date	11/01/26
Print Time	10:57:48 AM
Page No.	4

Continued on Next Page

Sales Quote

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GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	652092-B
Customer No.	RINCO

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302 S COLUMBIA AVE
RINCON, GA 31326
United States

Contact: Chief Reed
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(For Pickup - RINC)
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RINCON, GA 31326

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10/27/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Melinda Hagan	Dustin Graveline-Rincon	CHF REED	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: RINC	225.0000	450.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	11/01/26
Print Time	10:57:48 AM
Page No.	5

Subtotal	18,204.00
Freight	400.00
Order Total	18,604.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

May 20, 2026

Shane Smith
SBA Network Services
8051 Congress Ave
Boca Raton, FL 33487

RE: Proposed 180' Sabre Monopole Lisa Street, GA (25-4767-R1)

Dear Mr. Smith,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 131 mph and 31 mph + .41" ice, Risk Category II, Exposure Category C, and Topographic Method 1 "Flat terrain" in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-I-2023 "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. 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 the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a 0' fall radius. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.*

Sincerely,

GEORGIA REGISTERED No. SE000658 PROFESSIONAL ENGINEER AMY R. HERBST

5/20/26

Amy R. Herbst, S.E.
Senior Design Engineer