

**Planning Commission Hearing Date: September 9, 2025**  
**Board of Commissioners Hearing Date: September 30, 2025**

**STAFF ANALYSIS**

<b>CASE NO.:</b>	SLUP-25-1247629	<b>File ID #:</b> 2025-0969
<b>Address:</b>	538 Burlington Road, Atlanta, GA 30307	<b>Commission District:</b> 02 Super <b>District:</b> 06
<b>Parcel ID(s):</b>	18 053 03 017	
<b>Request:</b>	Special Land Use Permit (SLUP) to allow a monopine style wireless telecommunications facility in the R-75 (Residential Medium Lot-75) zoning district.	
<b>Property Owner(s):</b>	Georgia Power Company	
<b>Applicant/Agent:</b>	Jonathon Yates for Diamond Communications, LLC.	
<b>Acreage:</b>	0.37 Acres	
<b>Existing Land Use:</b>	Substation	
<b>Surrounding Properties:</b>	<b>North:</b> N/A <b>East:</b> R-75 (Residential Medium Lot-75) <b>South:</b> R-75 <b>West:</b> N/A	
<b>Comprehensive Plan:</b>	TN (Traditional Neighborhood) <b>Consistent X Inconsistent</b>	

**STAFF RECOMMENDATION: Approval with Conditions.**

The applicant, Diamond Communications, LLC c/o Jonathon Yates, is seeking a Special Land Use Permit (SLUP) to allow a stealth monopine-style wireless telecommunications facility (cell tower) in the R-75 (Residential Medium Lot-75) zoning district. The subject site is owned by Georgia Power Company on Emory University Hospital Campus with an existing substation. The Applicant has submitted a letter from Emory University supporting the proposal. Georgia Power and Emory University will both have communication equipment on the site. The proposal consists of a singular one hundred and fifty (150) foot monopine-style wireless communications tower designed for Dish Wireless. The tower will include additional wireless broadband carriers to encourage joint use (including T-Mobile and possibly Verizon).

The subject site is located in Traditional Neighborhood (TN) future land use character area. The purpose and intent of TN character area is to support well designed commercial areas, strong public realm, and stabilize existing neighborhoods (*DeKalb County 2050 Comprehensive Plan, 39*). The requested SLUP is consistent with the TN by providing a necessary utility for both the surrounding community and a growing campus, providing an opportunity to close a gap in service connection for the area. It appears that the proposed use is consistent with the electrical substation currently existing on the site. The proposed project generally complies with most of the Supplemental Regulations outlined in Section 4.2.57, *Wireless Communications*, for a 150-foot cell tower. However, it does not fully meet the requirements related to setbacks and landscape buffers:

**H. General Standards and Design Requirements**

**2. Setbacks:** (b) Minimum setback of one hundred (100) feet.

- o **Accessory Equipment:** All accessory equipment must comply with the minimum setback requirements of the underlying zoning district.

**4. Aesthetics**

- o **Landscape Buffers:** A minimum width of ten (10) feet is required.

- **Landscaping:** All plantings must consist of evergreen species.

The application includes justification as to why the cell tower is needed (see Dish Wireless radio frequency map and site justification studies per Exhibit 14 and 16 of SLUP application). The Applicant has stated that a variance for the minimum setbacks from property lines (100-foot setback required) will be sought in addition to the landscape buffer (10 feet). The application addresses safety concerns indicating compliance with all building codes and designated fall zones (12 feet) per letter dated 4/5/25 by Senior Design Engineer Amy R. Herbst with *Sabre Towers and Poles*, and screening (the proposed tower will be located within an artificial pine tree façade consistent with building heights and trees within the area). Therefore, it appears that the size of the site, while confined within the existing substation, is adequate for the proposed use (Sec. 7-4.6. A) and compatible with the adjacent and surrounding campus and campus housing (Sec. 7-4.6. B). The applicant contends that the project meets all Federal Communication Commission (FCC) Safety Guidelines. Compliance with these guidelines can be found on pg. 42 of the application. Furthermore, DeKalb County inter-departmental review presented no major regulatory concerns (see attached comments). Therefore, upon review of Section 7.4.6 of the *Zoning Ordinance*, Staff recommends approval with following conditions:

1. Use limited to a stealth wireless telecommunication facility with a maximum height of 150 feet as measured from the base of the structure to the top of the highest point, excluding appurtenances, as shown in “Z-10”, dated 6/13/25.
2. Materials shall be substantially similar to the conceptual elevations showing a stealth design within an artificial pine tree, titled “Z-10”, dated 6/13/25.
3. The telecommunication facility shall not be illuminated or marked unless required by the Federal Communication Commission (FCC) or the Federal Aviation Administration (FAA). Signs located at the telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required), and any other information as required by government information. Commercial advertising in strictly prohibited.
4. Accessory ground equipment shall be consistent with the site plan titled “GA565 Burlington Road” sheet No. 1. and dated 2/12/24. Accessory equipment buildings shall not be stacked on top of each other. An eight-foot-tall wooden fence with brick columns shall be installed around the perimeter of the accessory equipment and lease area as shown in “Z-11”, dated 6/13/25.
5. Mature healthy trees within fifty (50) feet of the fence surrounding the accessory ground equipment shall be preserved.
6. No sound emanating from the facility generator during normal operations shall be audible above seventy (70) decibel which would allow normal conversation within fifteen (15) feet of the compound.
7. The approval of this SLUP application by the Board of Commissioners has no bearing on the requirements for other regulatory approvals under the authority of the Zoning Board of Appeals, or other entity whose decision should be based on the merits of the application under review by such entity.



## DEPARTMENT OF PLANNING & SUSTAINABILITY

Chief of Executive Officer  
Lorraine Cochran-Johnson

Director  
Juliana A. Njoku

### Zoning Comments September 2025

**D1-2024-1442 CZ-25-1247294 (7778 Pleasant Hill Rd & others):** Pleasant Hill Road is classified as a Minor Arterial. Refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. The right-of way dedication of 35 feet minimum from centerline to allow all public infrastructure is within right of way. Requires a 10-foot multiuse path, with pedestrian streetlights. Verify that all access points have intersection and stopping sight distance as described by AASHTO.

**D2-2025-0283 Z-25-1247358 (1619 Pleasant Hill Trl):** Pleasant Hill Road is classified as a Minor Arterial. Refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. The right-of way dedication of 35 feet minimum from centerline to allow all public infrastructure is within right of way. Requires a 10-foot multiuse path, with pedestrian streetlights. Verify that all access points have intersection and stopping sight distance as described by AASHTO.

**N1-2025-0960 Z-25-1247566 (700 Jordan Lane):** Jordan Lane & Reverend D L Edwards are both classified as local roads. Please refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. Requires a right of way dedication of 27.5 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 5-foot landscape strip with a 5-foot sidewalk.

**N2-2025-0961 Z-25-1247624 (3507 Chamblee-Tucker Road):** Old Chamblee Tucker Road is classified as a local road. Please refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. Requires a right of way dedication of 27.5 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 5-foot landscape strip with a 5-foot sidewalk.

**N3-2025-0962 CZ-25-1247634 (1849 L'ville Hwy):** Lawrenceville Highway is classified as a Major Arterial, also a Georgia State Route. Refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. If not already in place: Requires a right of way dedication of 75 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 10-foot multiuse path with pedestrian scale streetlights. Jordan Lane is classified as a local road. Please refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. Requires a right of way dedication of 27.5 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 5-foot landscape strip with a 5-foot sidewalk.

**N4-2025-0963 SLUP-25-1247632 (1849 L'ville Hwy):** Lawrenceville Highway is classified as a Major Arterial, also a Georgia State Route. Refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. If not already in place: Requires a right of way dedication of 75 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 10-foot multiuse path with pedestrian scale streetlights. Jordan Lane is classified as a local road. Please refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. Requires a right of way dedication of 27.5 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 5-foot landscape strip with a 5-foot sidewalk.

**N5-2025-0964 Z-25-1247633 (3048 Lumby Dr.):** Lumby Drive is classified as a local road. Please refer to the requirements in Zoning Code 5.4.3 and Land Development Code 14-190. Requires a right of way dedication of 27.5 feet from the centerline of roadway, all public infrastructure must be within right of way. Requires a 5-foot landscape strip with a 5-foot sidewalk.

## DEPARTMENT OF PLANNING & SUSTAINABILITY

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**N6-2025-0965 SLUP-25-1247606 (1766 Big Valley Lane):** Big Valley Lane is classified as a Local Road. SLUP does not change the existing shoulders or curb cuts.

**N7-2025-0966 SLUP-25-1247611 (1747 Flintwood Dr.):** Flintwood Drive is classified as a Local Road. SLUP does not change the existing shoulders or curb cuts. Suggested but not required, (Children at play) signs could be added in advance of subject property in both directions.

**N8-2025-0967 SLUP-25-1247631 (4077 Flat Shoals Pkwy):** Flat Shoals Pkwy is classified as a Major Arterial. SLUP does not change the existing shoulders or curb cuts.

**N9-2025-0968 SLUP-25-1247608 (2339 Brannen Rd, Rear):** Brannen Road is classified as a Collector. SLUP does not change the existing shoulders or curb cuts.

**N10-2025-0969 SLUP-25-1247629 (538 Burlington Road):** Burlington Road is classified as a Local Road. SLUP does not change the existing shoulders or curb cuts.

**N11-2025-0970 SLUP-25-1247635 (Loveless Place & Pineview Trl):** Loveless Place is classified as a Local Road. Subject in the Bouldercrest Overlay District.



7/11/2025

To: Mr. John Reid, Senior Planner  
From: Ryan Cira, Director, Division of Environmental Health  
Cc: Alan Gaines, Deputy Director, Division of Environmental Health  
Re: Rezone Application Review

General Comments:

DeKalb County Health Regulations prohibit use of on-site sewage disposal systems for

- multiple dwellings
- food service establishments
- hotels and motels
- commercial laundries
- funeral homes
- schools
- nursing care facilities
- personal care homes with more than six (6) clients
- child or adult day care facilities with more than six (6) clients
- residential facilities containing food service establishments

If proposal will use on-site sewage disposal, please contact the Land Use Section (404) 508-7900.

Any proposal, which will alter wastewater flow to an on-site sewage disposal system, must be reviewed by this office prior to construction.

This office must approve any proposed food service operation or swimming pool prior to starting construction.

Public health recommends the inclusion of sidewalks to continue a preexisting sidewalk network or begin a new sidewalk network. Sidewalks can provide safe and convenient pedestrian access to a community-oriented facility and access to adjacent facilities and neighborhoods.

For a public transportation route, there shall be a 5ft. sidewalk with a buffer between the sidewalk and the road. There shall be enough space next to sidewalk for bus shelter's concrete pad installation.

Since DeKalb County is classified as a Zone 1 radon county, this office recommends the use of radon resistant construction.

N10-2025-0969

SLUP-25-1247629

538 Burlington Road, Atlanta, Ga 30307

- See general comments

N11-2025-0970

SLUP-25-1247635

4280 & 4358 Loveless Place; 2281 Pineview Trail, Ellenwood, Ga 30294

- See general comments

**LAND DEVELOPMENT ANALYSIS**

NOTE: PLEASE RETURN ALL COMMENTS VIA EMAIL TO EXPEDITE THE PROCESS TO JOHN REID [jreid@dekalbcountyga.gov](mailto:jreid@dekalbcountyga.gov) AND/OR LASONDRA HILL [lahill@dekalbcountyga.gov](mailto:lahill@dekalbcountyga.gov)

The following areas below may warrant comments from the Development Division. Please respond accordingly as the issues relate to the proposed request and the site plan enclosed as it relates to Chapter 14. You may address applicable disciplines.

Case # and Address/Parcel: \_\_\_\_\_

- **Transportation/Access/Row**

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- **Stormwater Management**

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- **Flood Hazard Area/Wetlands**

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- **Landscaping/Tree Preservation**

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- **Tributary Buffer**

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- **Fire Safety**

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# DEPARTMENT OF PLANNING & SUSTAINABILITY

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NOTE: PLEASE RETURN ALL COMMENTS VIA EMAIL TO JOHN REID [jreid@dekalbcountyga.gov](mailto:jreid@dekalbcountyga.gov) AND/OR LASONDRA HILL [lahill@dekalbcountyga.gov](mailto:lahill@dekalbcountyga.gov)

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## PUBLIC WORKS – **ROADS & DRAINAGE** - ZONING COMMENTS FORM

Case No.: \_\_\_\_\_ Parcel ID#: \_\_\_\_\_

Address: \_\_\_\_\_

Drainage Basin: \_\_\_\_\_

Upstream Drainage Area: \_\_\_\_\_

Percentage of Property in 100-Year Floodplain: \_\_\_\_\_

Impact on property (flood, erosion, sedimentation) under existing zoning: \_\_\_\_\_

\_\_\_\_\_

Required detention facility(s): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ *Akin Akinsola*

# DEPARTMENT OF PLANNING & SUSTAINABILITY

NOTE: PLEASE RETURN ALL COMMENTS VIA EMAIL TO JOHN REID [jreid@dekalbcountyga.gov](mailto:jreid@dekalbcountyga.gov) AND/OR LASONDRA HILL [lahill@dekalbcountyga.gov](mailto:lahill@dekalbcountyga.gov)

## PUBLIC WORKS – TRAFFIC ENGINEERING - ZONING COMMENTS FORM

Case No.: SLUP-25-1247629 Parcel ID#: 18 053 03 017

Address: 538 Burlington Road, Atlanta 30307

Adjacent Roadway(s):  
\_\_\_\_\_

Classification:

Capacity (TPD): _____	Capacity (TPD): _____
Latest Count (TPD): _____	Latest Count (TPD): _____
Hourly Capacity (VPH): _____	Hourly Capacity (VPH): _____
Peak Hour Volume (VPH): _____	Peak Hour Volume (VPH): _____
Existing number of traffic lanes: _____	Existing number of traffic lanes: _____
Proposed number of traffic lanes: _____	Proposed number of traffic lanes: _____
Proposed right-of-way width: _____	Proposed right-of-way width: _____

Please provide additional information relating to the following statement.

According to studies conducted by the Institute of traffic (latest edition applicable), churches generate an average of fifteen (15) vehicle trip end (VTE) per 1, 000 square feet of floor area, with an eight (8%) percent peak hour factor. Based on the above formula, the \_\_\_\_\_ square foot place of worship building would generate \_\_\_\_\_ vehicle trip ends, with approximately \_\_\_\_\_ peak hour vehicle trip ends.

Single Family residence, on the other hand, would generate ten (10) VTE's per day per dwelling unit, with a ten (10%) percent peak hour factor. Based on the above referenced formula, the \_\_\_\_\_ (Single Family Residential) District designation which allows a maximum of \_\_\_\_\_ units per acres, and the given fact that the project site is approximately \_\_\_\_\_ acres in land area, \_\_\_\_\_ daily vehicle trip end, and \_\_\_\_\_ peak hour vehicle trip end would be generated with residential development of the parcel.

COMMENTS: Did not see any traffic engineering concerns  
at this time.

Signature: Jerry White



**DEPARTMENT OF PLANNING & SUSTAINABILITY**

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**PUBLIC WORKS – WATER & SEWER - ZONING COMMENTS FORM**

Case No.: \_\_\_\_\_ Parcel ID#: \_\_\_\_\_

Address: \_\_\_\_\_

**WATER:**

Size of existing water main: \_\_\_\_\_ adequate \_\_\_\_\_ inadequate \_\_\_\_\_

Distance of property to nearest main: \_\_\_\_\_ Size of line required, if inadequate: \_\_\_\_\_

**SEWER:**

Outfall Servicing Project: \_\_\_\_\_

Is sewer adjacent to property? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, distance to nearest line: \_\_\_\_\_

Water Treatment Facility: \_\_\_\_\_ Adequate? Yes \_\_\_\_\_ No \_\_\_\_\_

Sewage Capacity: \_\_\_\_\_ (MGPD) Current Flow: \_\_\_\_\_ (MGPD)

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**DEPARTMENT OF PLANNING & SUSTAINABILITY**

**SPECIAL LAND USE PERMIT APPLICATION**

Amendments will not be accepted after 5 working days after the filing deadline.

Applicant Name: Jonathan L. Yates for Diamond Communciations

Applicant Email Address: jly@hellmanyates.com

Applicant Mailing Address: 105 Broad Street Third Floor, Charleston, SC 29401

Applicant Phone Number: 843-414-9754

Owner Name: Georgia Power Company  
(If more than one owner, attach list of owners.)

Owner Email Address: \_\_\_\_\_

Owner Mailing Address: 241 Ralph McGill Blvd, Atlanta, GA 30308

Owner Phone Number: 404-375-8261

Subject Property Address: 538 Burlington Rd NE, Atlanta, GA, 30307

Parcel ID Number(s): 18-053-03-017

Acreage: 0.37 Commission District(s): 2 Super District: 6

Existing Zoning District(s): R-75 Proposed Zoning District(s): \_\_\_\_\_

Existing Land Use Designation(s): TN Proposed Land Use Designation(s): \_\_\_\_\_ (if applicable)

I hereby authorize the staff of the Planning and Sustainable Department to inspect the property that is the subject of this application.

Owner: \_\_\_\_\_ Agent: x

  
Signature of Applicant: \_\_\_\_\_

# HELLMAN YATES

JONATHAN L. YATES  
DIRECT VOICE 843 414-9754  
JLY@HELLMANYATES.COM

HELLMAN & YATES, PA  
105 BROAD STREET, THIRD FLOOR  
CHARLESTON, SOUTH CAROLINA 29401  
V 843 266-9099  
F 843 266-9188

June 16, 2025

## VIA DIGITAL SUBMISSION

Andrea K. Folgherait  
Planner, Zoning Cycle  
DeKalb County Planning & Sustainability Dept.  
178 Sams St  
Decatur, GA 30030  
404-371-2155

Re: Proposed 150-foot stealth monopine-style wireless communications facility to be located at 538 Burlington Road NE, Atlanta, GA 30307 (Parcel ID: 18-053-03-017) by Diamond Communications, LLC for Dish Wireless.

Dear Ms. Folgherait,

Enclosed, please find the application of Diamond Communications, LLC for a proposed 150-foot stealth monopine-style wireless telecommunication facility for Dish Wireless. The proposed facility will be on the property of Georgia Power Company, which is located at 538 Burlington Road NE, Atlanta, GA 30307 (Parcel ID: 18-053-03-017). In support of this application, we have taken the liberty of recasting the relevant sections of the Dekalb County Zoning ordinance with our answer to the relevant section in bold beneath. As will be evident from a review of the attached, Diamond Communications, LLC meets all of the necessary requirements for approval under the Dekalb County Zoning Ordinance, except for the setback and buffer requirements that are discussed below.

### H. General standards and design requirements.

#### 1. Design

##### a. Support structures shall be subject to the following:

i. Designed to accommodate a minimum number of collocations based upon their height, as follows:

(i) Support structures less than one hundred (100) feet in height shall be designed to support at least two (2) antenna arrays;

(ii) Support structures between one hundred (100) and one hundred fifty feet (150) shall be designed to support at least three (3) antenna arrays; and

(iii) Support structures greater than one hundred fifty (150) feet in height shall be designed to support at least four (4) antenna arrays.

**Please see the Site Plan and Drawings by Georgia Professional Engineer M. Randall Stallings attached hereto as Exhibit "1" and incorporated herein by reference. The proposed stealth wireless communications facility will be a 150-foot monopine-style facility and will be designed for Dish Wireless; additional broadband carriers; Emory University Communications Equipment; and Georgia Power Company Communications Equipment, as shown on Sheet Z-10 of Exhibit "1".**

ii. The compound area surrounding the support structure must be a minimum eighty (80) feet by eighty (80) feet in size to accommodate accessory equipment for the appropriate number of collocations.

**As shown on Sheet Z-4 of Exhibit "1", the proposed stealth monopine-style wireless communications facility will have a 1756 ft. compound area, which will be sufficient in size to accommodate accessory equipment for Dish Wireless; additional collocations by broadband carriers; Emory University Communications Equipment; and Georgia Power Company Communications Equipment.**

iii. Property leased or purchased for the purpose of a telecommunication facility is not required to have minimum road frontage or lot area of the zoning district. However, the applicant must demonstrate access to a public road via an access easement.

**The proposed stealth monopine-style wireless communications facility will have access to Gambrell Drive and then onto North Decatur Road as shown on Sheet Z-3 of Exhibit "1".**

- b. Stealth telecommunications facilities shall be designed to accommodate the collocation of other antennas whenever economically and technically feasible.

**The proposed stealth monopine-style wireless communications facility will be a 150-foot monopine-style and will be designed for Dish Wireless; additional broadband carriers; Emory University Communications Equipment; and Georgia Power Company Communications Equipment, as shown on Sheet Z-11 of Exhibit "1" and the Tower Design and Foundation drawings by Georgia Professional Engineer Amy R. Herbst attached hereto as Exhibit "2" and incorporated herein by reference.**

- c. Upon request of the applicant, the director of planning may waive the requirement that new support structures accommodate the collocation of other service providers if the director of planning determines that collocation at the site is not essential to the public interest and that the construction of a shorter support structure with fewer antennas would minimize adverse impact on the community. Additionally, the director may reduce the required size of the compound area if it can be demonstrated that the proposed compound is of sufficient size to accommodate the required number of collocations.

**The Applicant accepts and acknowledges this provision.**

2. Setbacks.

a. Property lines. Unless otherwise stated herein, stealth and new support structures shall be set back from all property lines a distance of the fall zone plus twenty (20) feet, or if adjacent to property zoned residential, the greater of (a) the fall zone plus twenty (20) feet or (b) one hundred (100) feet.

**As shown in the Fall Zone Certification by Georgia Professional Engineer Amy R. Herbst, attached hereto as Exhibit "3" and incorporated herein by reference, the fall zone is 12 ft. As shown on Sheet Z-3 of Exhibit "1", the proposed facility setbacks are as follows: 175 ft. 2 in. to the front; 13 ft. 6 in. to the north side; 58 ft. 5 in. to the south side; and 37 ft. 11 in. to the rear. Consequently, if the Special Land Use Permit is approved, we will apply for a variance to the setback requirements.**

b. Residential dwellings. There shall be no setback requirement from dwellings located on the same parcel as the proposed structure.

**The Applicant accepts and acknowledges this provision.**

c. Unless otherwise stated herein, all accessory equipment shall be set back from all property lines in accordance with the minimum setback requirements in the underlying zoning district and any overlay district. Accessory equipment associated with an existing or replacement utility pole shall not be subject to setback requirements.

**Due to the existing sub-station on the property, the accessory equipment will not be able to meet all of the R-75 district setbacks. Consequently, if the Special Land Use Permit is approved, we will apply for a variance to the setback requirement.**

d. The zoning board of appeals shall have the authority to vary any required setback upon the request of the applicant if:

- i. The applicant provides a letter stamped by a certified structural engineer licensed in the State of Georgia documenting that the proposed structure's fall zone is less than the requested setback; and
- ii. The proposed telecommunications facility, stealth or new support structure is consistent with the purposes and intent of this ordinance.

**The Applicant accepts and acknowledges this provision. Please see the Fall Zone Certification in Exhibit "3". Georgia Professional Engineer Amy R. Herbst has certified the fall zone at 12 ft.**

3. Height.

- a. In non-residential districts, support structures shall be designed to be the minimum height needed to meet the service objectives of the applicant, but in no event shall exceed one hundred ninety- nine (199) feet in height as measured from the base of the structure to its highest point, excluding any appurtenances.

- b. In medium and high-density residential districts, stealth support structures shall not exceed one hundred fifty (150) feet. Stealth support structures shall be measured from the base of the structure to the top of the highest point, excluding appurtenances. Any proposed stealth support structure shall be designed to be the minimum height needed to meet the service objectives of the applicant.
- c. In all zoning districts, the zoning board of appeals shall have the authority to vary the height restrictions listed in this section upon the request of the applicant and a satisfactory showing of need for a greater height. With its variance request the applicant shall submit such technical information or other justifications as are necessary to document the need for the additional height to the satisfaction of the zoning board of appeals.

**The proposed 150-foot stealth monopine-style wireless communications facility shall be located in the R-75 zoning district, as shown on Sheet T-1 of Exhibit "1".**

#### 4. Aesthetics.

- a. Lighting and marking. Telecommunications facilities or support structures shall not be lighted or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).

**The FAA Determination of No Hazard to Air Navigation is attached hereto as Exhibit "4" and incorporated herein by reference. The FAA will not require the proposed stealth monopine-style wireless facility to be lighted or marked.**

- b. Signage. Signs located at the telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required) and any other information as required by government regulation. Commercial advertising is strictly prohibited.

**No commercial signage shall be displayed on the proposed facility. The monopine-style facility will only deploy the FCC required site identification and emergency signage as shown on Sheet Z-16 of Exhibit "1".**

- c. Landscaping. The visual impacts of a tower shall be mitigated by landscaping. Unless located in heavily wooded areas, towers shall be landscaped with a landscape buffer which effectively screens the view of the tower compound from all sides. The use of existing plant material and trees shall be preserved to the maximum extent practicable and may be used as a substitute for, or in supplement towards, meeting landscaping requirements.

**Please see the Visual Impact Study attached hereto as Exhibit "5" and incorporated herein by reference.**

- d. Landscape buffers shall be a minimum of ten (10) feet in width and located outside the fenced perimeter of the tower compound.

**Due to our location on the Georgia Power Company Sub-station property, we will not be able to meet this requirement and consequently will seek a variance if the Special Land Use Permit is approved.**

- e. All landscaping shall be of the evergreen variety and shall conform to the county's buffer standards.

**Due to our location on the Georgia Power Sub-station property, we will not be able to meet this requirement and consequently will seek a variance if the Special Land Use Permit is approved.**

5. Accessory equipment, including any buildings, cabinets or shelters.

- a. Accessory equipment shall be used only to house equipment and other supplies in support of the operation of the on-site telecommunication facility or support structure.
- b. Any equipment not used in direct support of such on-site operation shall not be stored on the site.
- c. Accessory equipment must conform to the setback standards of the applicable zoning districts. In the situation of stacked equipment buildings, additional screening/landscaping measures may be required by the director of planning in order to accomplish the purposes and goals of this section.

**The Applicant accepts and acknowledges this provision. All accessory equipment shall be used only to house equipment and other supplies in support of the on-site operations. All accessory equipment will be located inside of the compound.**

- I. [Sound provision.] No sound emanating from the facility generator during normal operations shall be audible above seventy (70) decibels which would allow normal conversation within fifteen (15) feet of the compound.

**As shown in Note 1 on Sheet Z-3 of Exhibit "1", no sound emanating from the stealth monopine-style facility generator during normal operations shall be audible above seventy (70) decibels, which would allow normal conversation within fifteen (15) feet of the compound.**

J. Miscellaneous provisions.

- 1. Fencing.
  - a. Ground-mounted accessory equipment and support structures shall be secured and enclosed with a fence to a height of at least six (6) feet.
  - b. Fencing shall be decorative, including brick or concrete columns.
  - c. The director of planning may waive the requirement of subsection (j)(1)a. above if it is deemed that a fence is inappropriate or unnecessary at the proposed location in order to accomplish the purposes and goals of this section.

**The proposed stealth monopine-style wireless communications facility will be appropriately secured by an 8 ft. wood fence,**



**with brick veneer columns, as shown on Sheet Z-11 of Exhibit “1”.**

2. Neighborhood identity. If located in residential area, towers may incorporate features that identify neighborhoods, such as banner arms or monuments.

**The Applicant accepts and acknowledges this provision.**

3. Abandonment and removal. If a support structure is abandoned, the director of planning may require that the support structure be removed, provided that the director of planning must first provide written notice to the owner of the support structure and give the owner the opportunity to take such action(s) as may be necessary to reclaim the support structure within sixty (60) days of receipt of said written notice. In the event the owner of the support structure fails to reclaim the support structure within the sixty-day period, the owner of the support structure shall be required to remove the same within six (6) months thereafter at the owner's expense. The county shall ensure and enforce removal by means of its existing regulatory authority.

**Please see the Tower Removal Letter by Scott Von Rein of Diamond Communications attached hereto as Exhibit “6” and incorporated herein by reference.**

4. Multiple uses on a single parcel or lot. Telecommunications facilities and support structures may be located on a parcel containing another principal use on the same site or may be the principal use itself.

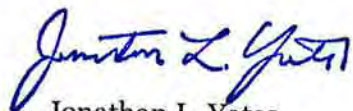
**The Applicant accepts and acknowledges this provision.**

In addition, please find the following in support of this application: the Collocation Policy Letter by Scott Von Rein of Diamond Communications attached hereto as Exhibit “7” and incorporated herein by reference; the Existing Inventory Letter by Scott Von Rein attached hereto as Exhibit “8” and incorporated herein by reference; the Code Compliance Letter by Georgia Professional Engineer M. Randall Stallings attached hereto as Exhibit “9” and incorporated herein by reference; Legal Descriptions attached hereto as Exhibit “10” and incorporated herein by reference; the Redacted Lease Agreement attached hereto as Exhibit “11” and incorporated herein by reference; the Recorded Deed attached hereto as Exhibit “12” and incorporated herein by reference; the Boundary Survey by Georgia Professional Engineer Clayton Adam McCann attached hereto as Exhibit “13” and incorporated herein by reference; the RF Justification by Jose Manriquez of Dish Wireless attached hereto as Exhibit “14” and incorporated herein by reference; the Notice of Community Meeting attached hereto as Exhibit “15” and incorporated herein by reference; the RF Design, Health, and Safety Analyses by Biwabkos Consulting LLC attached hereto as Exhibit “16” and incorporated herein by reference; the Letter of Robin A. Morey, Vice President for Campus Services and Chief Planning Officer at Emory University, attached hereto as Exhibit “17” and incorporated herein by reference; and the Recording of the Community Meeting attached hereto as Exhibit “18” and incorporated herein by reference.

We thank you and your staff in advance for the review of this application. Upon review, please us know if we can provide any additional information or materials. I can be reached at (843) 414-9754 or (843) 813-0103.

With warmest regards, I am

Yours very truly,

A handwritten signature in blue ink that reads "Jonathan L. Yates". The signature is written in a cursive style with a large initial 'J' and a distinct 'L'.

Jonathan L. Yates

# HELLMAN YATES

JONATHAN L. YATES  
DIRECT VOICE 843 414-9754  
JLY@HELLMANYATES.COM

HELLMAN & YATES, PA  
105 BROAD STREET, THIRD FLOOR  
CHARLESTON, SOUTH CAROLINA 29401  
V 843 266-9099  
F 843 266-9188

June 16, 2025

## VIA DIGITAL SUBMISSION

Andrea K. Folgherait  
Planner, Zoning Cycle  
DeKalb County Planning & Sustainability Dept.  
178 Sams St  
Decatur, GA 30030  
404-371-2155

Re: Impact Analysis for proposed 150-foot stealth monopine-style wireless communications facility to be located at 538 Burlington Road NE, Atlanta, GA 30307 (Parcel ID: 18-053-03-017) by Diamond Communications, LLC for Dish Wireless.

Dear Ms. Folgherait,

Enclosed, please find the Impact Analysis portion of the application of Diamond Communications, LLC for a proposed 150-foot stealth monopine-style wireless telecommunication facility for Dish Wireless. The proposed facility will be on the property of Georgia Power Company, which is located at 538 Burlington Road NE, Atlanta, GA 30307 (Parcel ID: 18-053-03-017). In support of this application, we have taken the liberty of recasting the Impact Analysis questions with our responses in bold underneath. As will be evident from a review of the attached, Diamond Communications, LLC meets all of the necessary requirements of the Special Land Use Permit's Impact Analysis.

- A. Is the size of the site adequate for the use contemplated and is adequate land area is available for the proposed use, including provision of all required yards, open space, off-street parking, transitional buffer zones, and all other applicable requirements of the zoning district in which the use is proposed to be located?

**The approximately one-acre (three separate parcels) Georgia Power Company Substation property are of adequate size for the proposed stealth monopine-style wireless facility. The facility has been designed for Dish; additional broadband carriers; Emory University Communications Equipment; and Georgia Power Company Communications Equipment. Due to the existing substation on the property, we will be seeking variance relief for the setback requirements and landscape buffer. This is all shown on the site plan and drawings in Exhibit "1". The purpose of the proposed stealth monopine-style wireless facility is to improve both wireless coverage and capacity for adjacent properties and other properties in the vicinity as**

**shown in the Dish radio frequency and site justification studies in Exhibits "14" and "16".**

- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district, and whether the proposed use will create adverse impacts upon any adjoining land use by reason of traffic volume/congestion, noise, smoke, odor, dust, or vibration generated by the proposed use.

**The proposed stealth monopine-style wireless facility will not produce any light, noise, smoke, odor, dust or vibration. By providing this wireless capability in this manner, the proposed use is fully compatible with the land uses in the surrounding district. The facility is being placed on the Georgia Power Property to serve the land uses in the area much like the sub-station serves the land uses in the surrounding area with electricity.**

- C. Are public services, public (or private) facilities, and utilities adequate to serve the proposed use?

**The proposed stealth monopine-style wireless facility does not require any public services or facilities and the only utilities required are power and telco which are presently provided to the Georgia Power Company property by Georgia Power and AT&T.**

- D. Is the public street on which the use is proposed to be located adequate and is there sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area?

**After a 45-to-60-day construction period, Dish will only need to visit the proposed facility approximately once a month, and thus North Decatur Road and Gambrell Drive provide more than sufficient traffic carrying capacity. The proposed facility will in no way increase traffic or create congestion in the area. No existing land uses in the area will be affected in any way by the very limited volume of traffic to the proposed wireless stealth monopine-style facility.**

- E. Is the ingress and egress adequate to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency?

**The proposed stealth monopine-style wireless facility will be accessed from North Decatur Road via Gambrell Drive as shown in Exhibit "1" and will not affect the existing land uses in the area due to the very limited volume of traffic to the proposed wireless stealth monopine-style facility.**

- F. Will the proposed use create adverse impacts upon any adjoining land use by reason of the manner and hours of operation of the proposed use?

**The proposed stealth monopine-style wireless facility will be in operation 24 hours a day, 7 days a week, but Dish technicians will only need to visit the**

**proposed facility approximately once a month. Consequentially, the proposed use will not create any adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.**

- G. Is the proposed use otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located?

**As shown in the attached application narrative, the proposed stealth monopine-style facility is consistent with the R-75 district requirements with the exception of the setbacks and landscape buffer requirements, for which we will consequently apply for a variance if the Special Land Use Permit is granted.**

- H. Is the proposed use consistent with, advances, conflicts, or detracts from the policies of the comprehensive plan?

**The purpose of the proposed stealth monopine-style wireless facility is to improve the overall quality of life in the area by providing effective wireless infrastructure, which is consistent with the policies of the 2035 Comprehensive Plan. Wireless infrastructure is sometimes described as the "fourth utility" and is essential to the citizens of Dekalb county.**

- I. Is there adequate provision of refuse and service areas?

**All refuse from the proposed stealth monopine-style wireless facility will be removed by the technicians servicing the facility. The 1756 square foot compound area provides more than sufficient space to service the facility.**

- J. Should the length of time for which the SLUP is granted be limited in duration?

**The length of time for which the special land use permit is granted should not be limited in duration as it is necessary to continue to provide wireless infrastructure to the area.**

- K. Is the size, scale and massing of proposed buildings appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings; and will the proposed use create any shadow impact on any adjoining lot or building as a result of the proposed building height?

**The size, scale and massing of the proposed stealth monopine-style effective wireless facility is appropriate in relationship to the approximately one-acre (three separate parcels) Georgia Power Company substation property, as well as the scale and massing of adjacent and nearby lots and buildings. As the proposed stealth monopine-style wireless facility is only 150 feet tall, and with its location on the Georgia Power Company substation property, it will not create a negative shadow impact on any adjoining lot or building, particularly due to its proximity to the North Decatur Building and the Emory University Hospital Campus.**

- L. Will the proposed use adversely affect historic buildings, sites, districts, or archaeological resources?

**By its strategic location on the Georgia Power Company property, the proposed stealth monopine-style wireless facility will not adversely affect any historic buildings, sites, districts, or archaeological resources in Dekalb County.**

- M. Does the proposed use satisfy the requirements contained within the supplemental regulations for such special land use permit?

**As demonstrated by the attached application narrative, the proposed stealth monopine-style wireless facility satisfies the requirements within the regulations of the special land use permit except for the setbacks and landscape buffering. If the Special Land Use permit is granted, we will consequently apply for a variance for the setback and buffer requirements.**

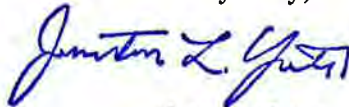
- N. Will the proposed use be consistent with the needs of the neighborhood or the community as a whole, as expressed and evidenced during the review process?

**The entire purpose for the proposed stealth monopine-style wireless facility is to serve the wireless needs of the immediate neighborhood and the community as a whole. The need for effective wireless infrastructure with sufficient capacity and in building coverage has never been greater. The proposed facility will greatly improve both coverage and capacity for wireless voice and broadband along North Decatur Road; Clifton Road NE; the Emory University Hospital; North Decatur Building; and the various feeder roads. In addition, the facility will be utilized for the communication needs of Emory University and Georgia Power Company.**

We thank you and your staff in advance for the review of this application. Upon review, please us know if we can provide any additional information or materials. I can be reached at (843) 414-9754 or (843) 813-0103.

With warmest regards, I am

Yours very truly,

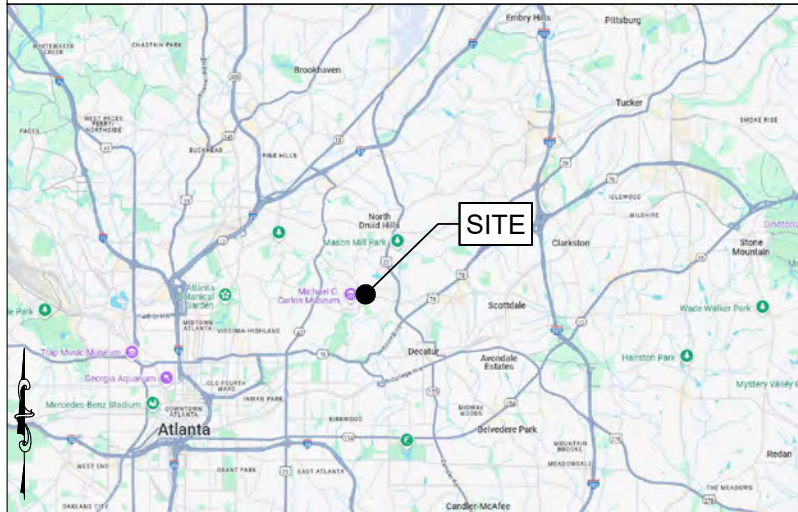


Jonathan L. Yates

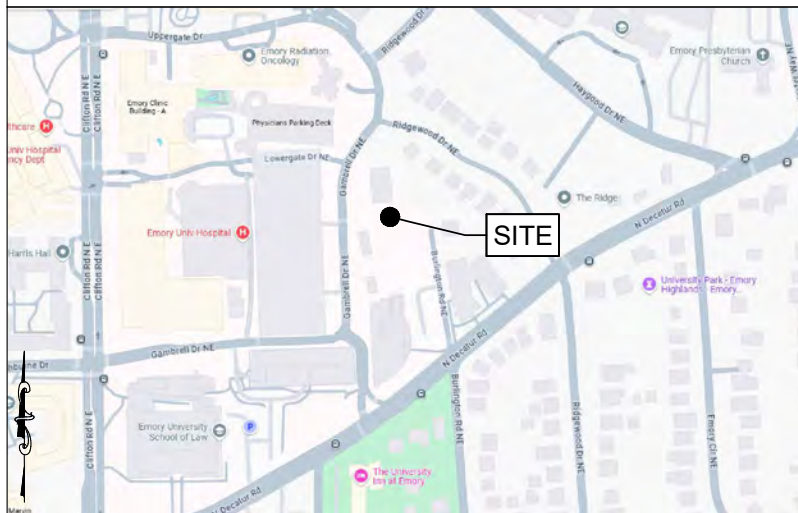


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**LOCATION MAP**



**VICINITY MAP**



DEPARTMENT	NAME/SIGNATURE	DATE
LAND/TOWER OWNER		
SITE ACQU. AGENT		
ZONING/PERMITTING AGENT		
A&E MANAGER		
CONSTRUCTION MANAGER		
RF MANAGER		

**PREPARED FOR:**



**PROJECT DESCRIPTION:  
RAWLAND NSB -  
150' MONOPINE STEALTH  
TELECOMMUNICATIONS FACILITY**

**SITE NAME:  
EMORY UNIVERSITY**

**SITE NUMBER:  
GA565**



**Know what's below.  
Call before you dig.**

**\*\*\* CAUTION \*\*\***  
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

FOR EMERGENCIES CALL: 911

**PROJECT INFORMATION**

SITE ADDRESS:	538 BURLINGTON RD NE ATLANTA, GA 30307
LATITUDE:	33° 47' 29.88" (NAD 83)
LONGITUDE:	-84° 19' 04.48" (NAD 83)
PARCEL ID:	18-053-03-017
ZONING DISTRICT:	R75 - SF RES DIST
JURISDICTION:	DEKALB COUNTY
PROPERTY OWNER:	GEORGIA POWER COMPANY 241 RALPH MCGILL BLVD NE ATLANTA, GA 30308
APPLICANT:	DIAMOND COMMUNICATIONS LLC 120 MOUNTAIN AVE SPRINGFIELD, NJ 07081 (973) 544-6834
ENGINEER:	FORESITE GROUP, LLC 3740 DAVINCI CT, SUITE 100 PEACHTREE CORNERS, GA 30092
POWER:	GEORGIA POWER COMPANY 241 RALPH MCGILL BLVD, ATLANTA, GA 30308 (404) 375-8261
TELCO:	TBD
DESIGN DATA:	
DESIGN CODE:	INTERNATIONAL BUILDING CODE: 2018 EDITION WITH 2020 & 2022 GEORGIA AMENDMENTS & TIA/EIA TIA-222-H
BASIC WIND SPEED:	107 MPH (3 SECOND GUST)
EXPOSURE CATEGORY:	C
STRUCTURAL RISK CATEGORY:	II

**SHEET INDEX**

SHEET	DESCRIPTION	REV.
T-1	TITLE SHEET	0
T-2	CONSTRUCTION NOTES	0
SHEET 1 OF 3	SURVEY	
SHEET 2 OF 3	SURVEY	
SHEET 3 OF 3	SURVEY	
Z-1	EXISTING TOWERS MAP	0
Z-2	AERIAL SITE PLAN	0
Z-3	SITE PLAN	0
Z-4	COMPOUND PLAN	0
Z-5	GRADING & EROSION CONTROL PLAN	0
Z-6	EROSION CONTROL DETAILS	0
Z-7	EROSION CONTROL DETAILS	0
Z-8	EROSION CONTROL DETAILS	0
Z-9	EROSION CONTROL DETAILS	0
Z-10	TOWER ELEVATION	0
Z-11	FENCE DETAILS	0
Z-12	ELECTRICAL NOTES	0
Z-13	SITE SERVICE ROUTING & COMPOUND GROUNDING PLAN	0
Z-14	CONDUIT DETAILS	0
Z-15	GROUNDING DETAILS	0
Z-16	SITE SIGNAGE	0



Foresite Group, LLC www.fg-inc.net  
3740 Davinci Ct. | 770.368.1399  
Suite 100 | 770.368.1944  
Peachtree Corners, GA 30092

SEAL:



PROJECT:

**EMORY  
UNIVERSITY  
GA565**

LOCATED AT:  
538 BURLINGTON RD NE  
ATLANTA, GA 30307

**APPROVALS**

CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR: \_\_\_\_\_ ZONING  
PROJECT MANAGER: \_\_\_\_\_ MRS  
DRAWING BY: \_\_\_\_\_ JAH  
DATE: \_\_\_\_\_ 06/13/2025  
TITLE:

TITLE SHEET

SHEET NUMBER: T-1

JOB/FILE NUMBER: 1398.007



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**GENERAL NOTES:**

- FOR THE PURPOSE OF THE CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:  
CONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)  
TOWER OWNER – VERIZON WIRELESS
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE ENGINEER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER, FIBER, AND GROUNDING CABLES SHOWN ON THE POWER & GROUNDING DRAWINGS.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS OFFSITE.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH OWNER TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THIS DRAWING TO ENSURE HE IS FAMILIAR AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.
- THE CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORMWORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
- THE CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS, AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION, AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
- IF REQUIRED, CONTRACTOR TO COORDINATE PROPOSED DRIVEWAY CONNECTION PERMIT WITH STATE OR LOCAL DOT OFFICE.

**SITE WORK GENERAL NOTES:**

- THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATION OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
- IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF OWNER AND/OR LOCAL UTILITY PROVIDER.
- THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS FOR SITE SIGNAGE.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUB GRADE UNDER THE PROPOSED EQUIPMENT PAD SHALL BE COMPACTED TO 98% PROCTOR AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE DRAWINGS AND IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

**STRUCTURAL STEEL NOTES:**

- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED OR GALVANIZED SURFACES SHALL BE TOUCHED UP.
- BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.

**CONCRETE AND REINFORCING STEEL NOTES:**

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 301, ACI 318, ACI 336, ASTM A184
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE; SLUMP: 2" MIN./4" MAX; AIR ENTRAINMENT: 45 TO 6% BY VOLUME; MAXIMUM COARSE AGGREGATE SIZE SHALL BE 1".
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE REINFORCEMENT UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNLESS NOTED OTHERWISE.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:  
 CONCRETE CAST AGAINST EARTH.....3"  
 CONCRETE EXPOSED TO EARTH OR WEATHER:  
   #6 AND LARGER.....3"  
   #5 AND SMALLER & WWF.....3"  
 CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:  
   SLAB AND WALL.....1½"  
   BEAMS AND COLUMNS.....1½"
- A CHAMFER OF 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301.
- INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. IF DRILLING IN EXISTING CONCRETE, NO EXISTING REBAR WILL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL.
- WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
- ALL CONCRETE SHALL BE READY-MIXED IN ACCORDANCE WITH ASTM C94. MAINTAIN TEMPERATURE OF CAST IN PLACE CONCRETE AT BETWEEN 50 DEGREES AND 90 DEGREES FARENHEIT.
- DO NOT USE RETEMPERED CONCRETE, OR ADD WATER TO READY-MIX CONCRETE AT THE JOBSITE.
- FOUNDATION INSTALLER SHALL INSURE THAT ALL PROTRUDING THREADS OF PROPOSED ANCHOR BOLTS SHALL BE MAINTAINED CLEAN AND FREE OF CONCRETE.
- FOUNDATION DESIGN IS BASED ON SOIL WITH 2000 PSF BEARING CAPACITY. IF EXISTING SOIL DOES NOT HAVE A MINIMUM 2000 PSF BEARING CAPACITY CONTRACTOR SHALL EXTEND PERIMETER BEAM TO REACH SOIL WITH MINIMUM 2000 PSF BEARING CAPACITY.



Foresite Group, LLC | www.fg-inc.net  
3740 Davinci Ct. | 770.368.1399  
Suite 100 | 770.368.1944  
Peachtree Corners, GA 30092

SEAL:



PROJECT:

**EMORY UNIVERSITY**  
**GA565**  
LOCATED AT:  
538 BURLINGTON RD NE  
ATLANTA, GA 30307

**APPROVALS**

CARRIER \_\_\_\_\_

LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_

DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_

DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONSTRUCTION NOTES**

SHEET NUMBER: \_\_\_\_\_ T-2 \_\_\_\_\_

JOB/FILE NUMBER: \_\_\_\_\_ 1398.007 \_\_\_\_\_

**SUBJECT PROPERTY**

OWNER: GEORGIA POWER COMPANY (PER TAX ASSESSOR)

ADDRESS: 538 BURLINGTON ROAD, ATLANTA, GA 30307

AREA: 0.34 ACRES ± (PER TAX ASSESSOR)

PARCEL #18 053 03 017

ZONING: RESIDENTIAL DISTRICT  
 \*ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCES: DEED BOOK 22298 - PAGE 60

**GENERAL NOTES**

THIS EXHIBIT IS FOR THE LEASED PREMISES AND EASEMENTS ONLY AND IS NOT TO BE USED FOR THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL, IN WHOLE OR IN PART. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION, BELIEF AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

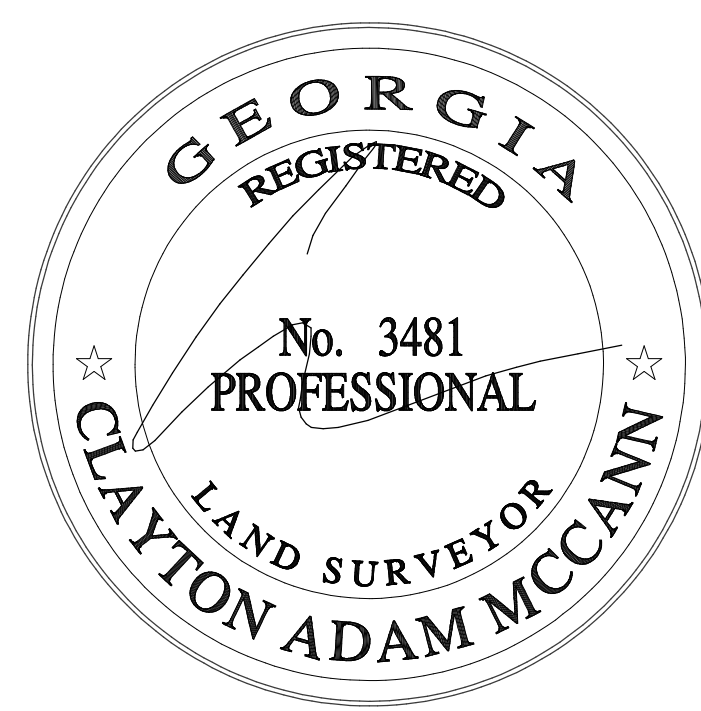
THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET HORIZONTAL AND 0.12 VERTICAL AT THE 95% CONFIDENCE LEVEL.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: CARLSON BRX7 DUAL FREQUENCY RECEIVER, IN COMBINATION WITH A LEICA TCRP1203 ROBOTIC TOTAL STATION. (DATE OF LAST FIELD VISIT: JANUARY 11, 2024)

THE BASIS FOR THE DIRECTIONS AND ELEVATIONS SHOWN HEREON IS: GRID NORTH AS DEFINED BY NAD 83 AND NAVD 88 (GEOID 12B) DATUM, GEORGIA WEST ZONE AND DETERMINED THROUGH RTK-GPS METHODS UTILIZING A GNSS REAL TIME NETWORK SOLUTION BY MCCANN LAND SURVEYORS.

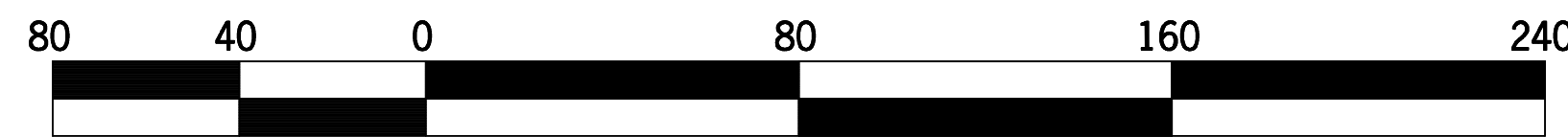
THE 1' CONTOURS SHOWN ON THIS SURVEY ARE ADJUSTED TO NAVD88 DATUM (COMPUTED USING GEOID12B) AND HAVE A VERTICAL ACCURACY OF ±0.5'. CONTOURS OUTSIDE THE IMMEDIATE AREA ARE APPROXIMATE.

NO PORTION OF THIS SITE APPEARS TO BE IN A SPECIAL FLOOD AREA AS DEFINED BY THE DEKALB COUNTY F.E.M.A. F.I.R.M. COMMUNITY PANEL NUMBER 13089 C 0062 K, DATED AUGUST 15, 2019.

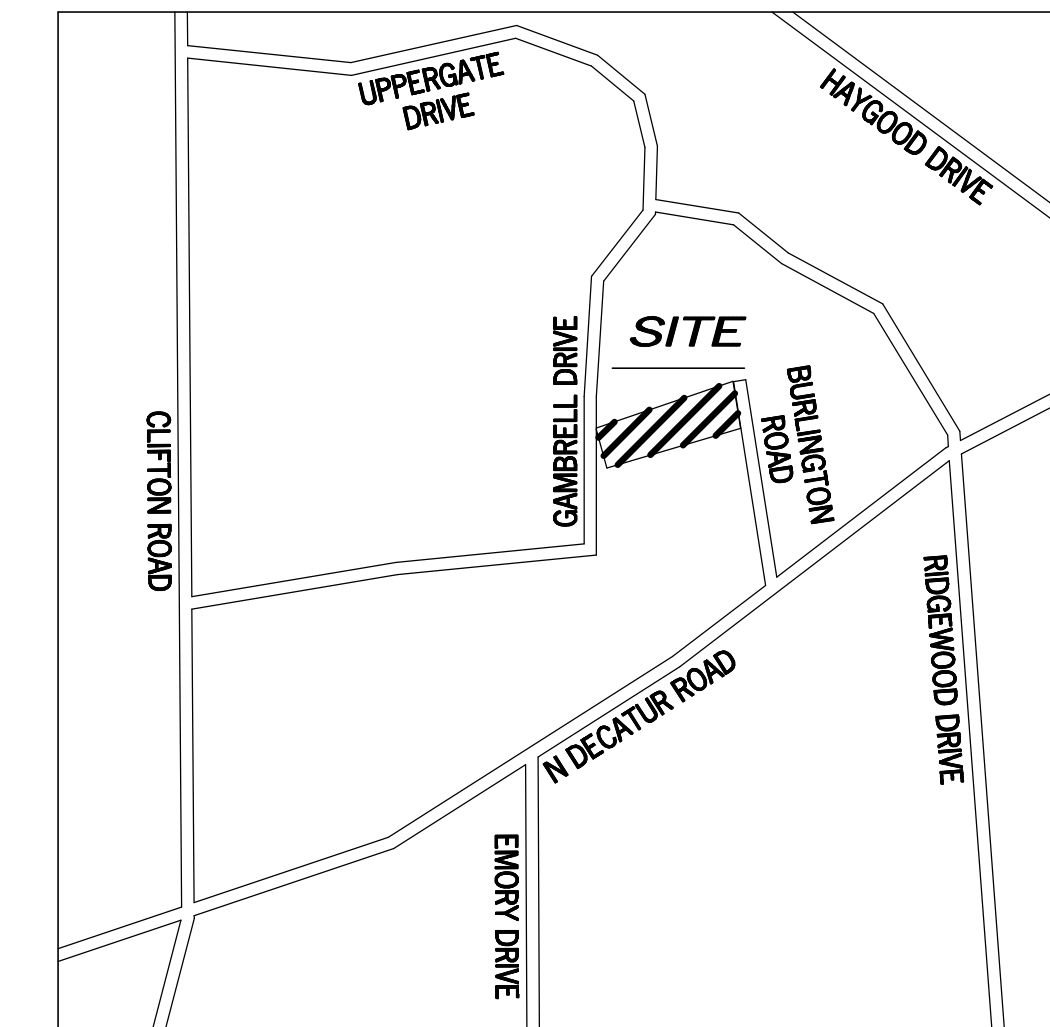
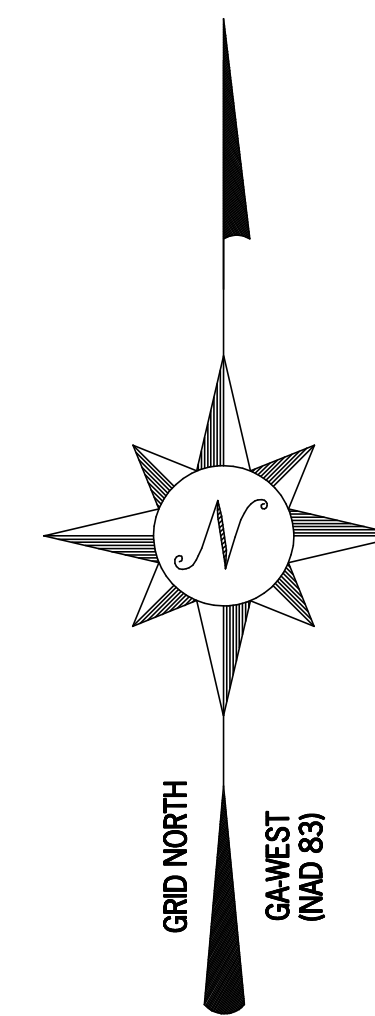
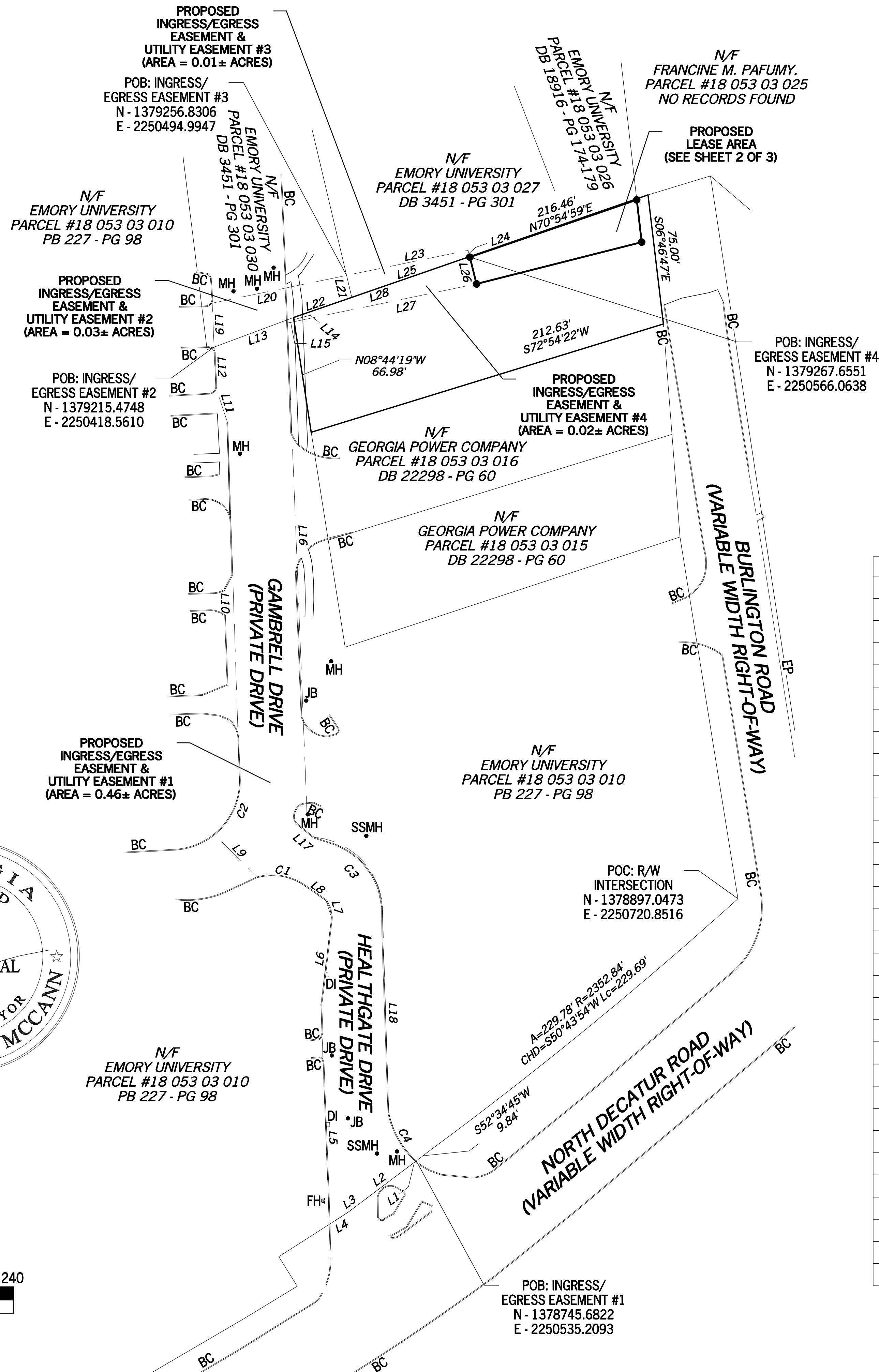


**LEGEND**

- N/F NOW OR FORMERLY
- DB DEED BOOK
- PG PAGE
- IPF IRON PIN FOUND
- OTP OPEN TOP PIPE
- UP UTILITY POLE
- EP EDGE OF PAVEMENT
- BC BACK OF CURB
- OU OVERHEAD UTILITY
- LP LIGHT POLE
- GW GUY WIRE
- MH MANHOLE



GRAPHIC SCALE IN FEET  
 1" = 80'



VICINITY MAP  
 N.T.S.

**LINE / CURVE TABLE**

LINE	ARC	CHD. BRG.	RADIUS	CHD.
L1	2.82'	S52°34'45"W		
L2	36.74'	S53°00'13"W		
L3	10.17'	S53°25'19"W		
L4	12.47'	S57°18'15"W		
L5	126.93'	N02°09'14"W		
L6	50.57'	N06°56'21"E		
L7	10.34'	N17°54'31"W		
L8	16.43'	N55°13'11"W		
C1	27.23'	N81°34'24"W	33.09'	26.47'
L9	35.40'	N44°39'02"W		
C2	35.46'	N25°16'46"E	39.67'	34.30'
L10	206.23'	N01°53'39"W		
L11	22.11'	N18°02'35"W		
L12	22.96'	N02°28'06"W		
L13	48.91'	N69°38'35"E		
L14	2.36'	S08°44'19"E		
L15	3.95'	S78°19'08"W		
L16	294.12'	S02°16'10"E		
L17	4.70'	S50°50'40"E		
C3	61.16'	S44°39'02"E	43.11'	56.16'
L18	118.95'	S01°46'20"E		
L19	25.35'	N02°28'06"W		
L20	79.17'	N78°19'08"E		
L21	13.07'	S13°17'20"E		
L22	35.54'	S70°54'59"W		
L23	71.63'	N78°19'08"E		
L24	3.79'	S14°01'18"E		
L25	72.02'	S70°54'59"W		
L26	16.22'	S14°01'18"E		
L27	107.45'	S78°19'08"W		
L28	107.56'	N70°54'59"E		

EXHIBIT FOR:

**SITE: GA565  
 BURLINGTON ROAD**

LAND LOT 52 18TH DISTRICT DEKALB COUNTY, GA

**MCCANN LAND SURVEYORS**

315 SOUTH 9TH STREET  
 GRIFFIN, GA 30224  
 MCCANNLS.COM  
 PHONE: 470-204-7080

MCLS JOB #23332

DRAWN BY NDW CHECKED BY CDM & CAM

ISSUE DATE 10-5-2023

LAST REVISED 2-12-2024

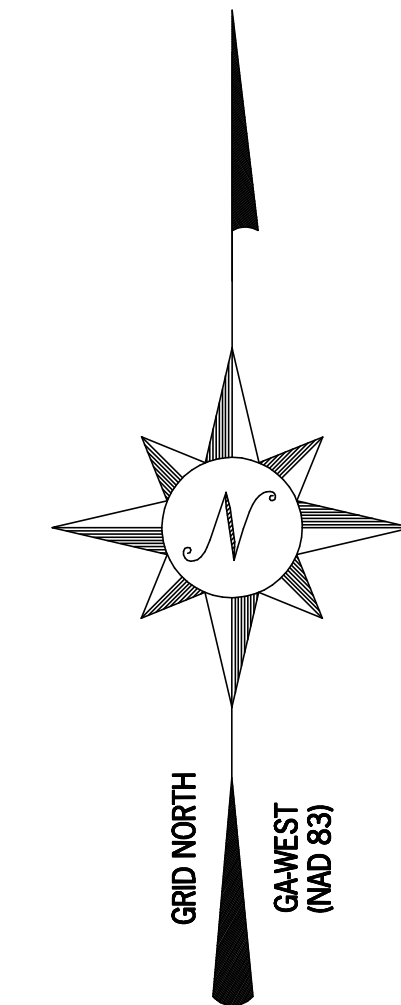
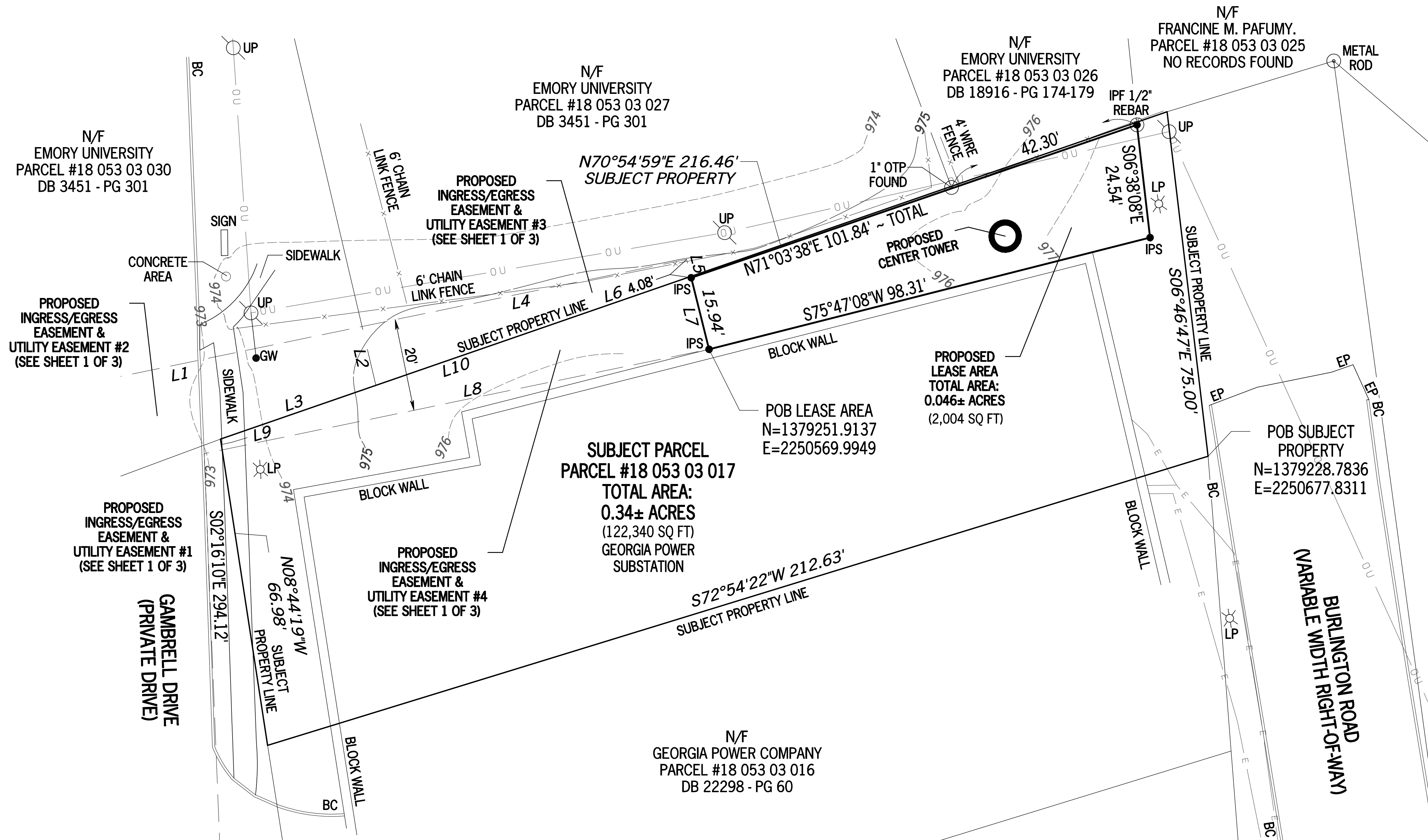
SHEET NUMBER 1 OF 3



**SITE INFORMATION**

LEASE AREA: 2,004 SQ. FT. (0.046 AC.)

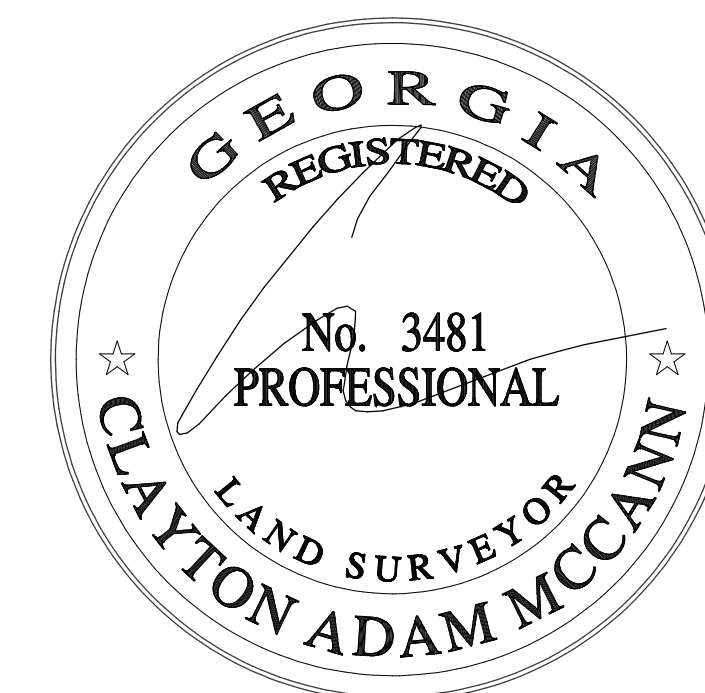
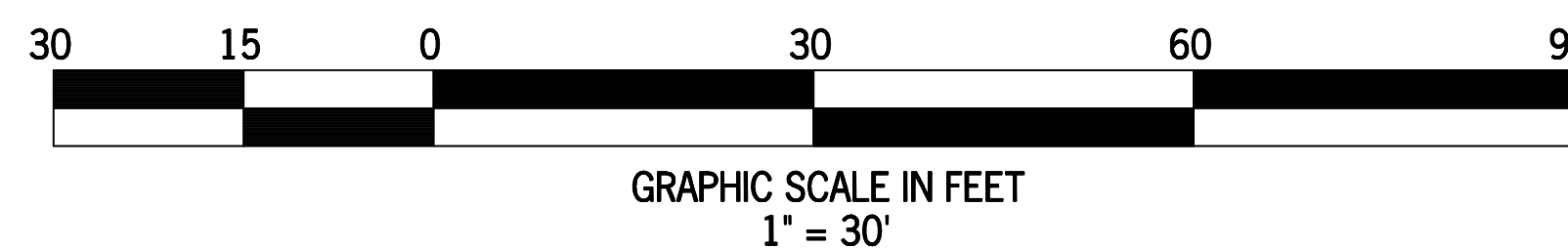
AT CENTER OF PROPOSED TOWER:  
 LAT: 33°47'29.88" (NAD83) (33.791633°)  
 LONG: 84°19'04.48" (NAD83) (-84.317911°)  
 ELEV: 976.8' A.M.S.L.



**LINE / CURVE TABLE**

LINE	BEARING	DISTANCE
L1	N78°19'08"E	79.17'
L2	S13°17'20"E	13.07'
L3	S70°54'59"W	35.54'
L4	N78°19'08"E	71.63'
L5	S14°01'18"E	3.79'
L6	S70°54'59"W	72.02'
L7	S14°01'18"E	16.22'
L8	S78°19'08"W	107.45'
L9	N08°44'19"W	2.36'
L10	N70°54'59"E	107.56'

- LEGEND**
- N/F NOW OR FORMERLY
  - DB DEED BOOK
  - PG PAGE
  - IPF IRON PIN FOUND
  - OTP OPEN TOP PIPE
  - UP UTILITY POLE
  - EP EDGE OF PAVEMENT
  - BC BACK OF CURB
  - OU OVERHEAD UTILITY
  - LP LIGHT POLE
  - GW GUY WIRE
  - MH MANHOLE



**MCCANN LAND SURVEYORS**  
 315 SOUTH 9TH STREET  
 GRIFFIN, GA 30224  
 MCCANNLS.COM  
 PHONE: 470-204-7080

EXHIBIT FOR:

**SITE: GA565**  
**BURLINGTON ROAD**

LAND LOT 52 18TH DISTRICT DEKALB COUNTY, GA

MCLS JOB #23332

DRAWN BY NDW CHECKED BY CDM & CAM

ISSUE DATE 10-5-2023

LAST REVISED 2-12-2024

SHEET NUMBER 2 OF 3



**TITLE EXCEPTIONS**

OLD REPUBLIC TITLE INSURANCE COMPANY  
SCHEDULE B - PART II  
REPORT NO: 01-23041760-01S

(1) PLAT OF HOWARD PROPERTY, AS RECORDED ON 09/01/1928 IN PLAT BOOK , PAGE OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON AS THE CURRENT PROPERTY LINES]

(2) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/22/1938, AS BOOK 480, PAGE 115 OF DE KALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY AS A BLANKET POWER LINE EASEMENT BUT THE DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(3) RIGHT OF WAY IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 04/09/1940, AS BOOK 513, PAGE 285 OF DEKALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY AS A BLANKET POWER LINE EASEMENT BUT THE DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(4) PLAT FOR ATLANTA GAS LIGHT COMPANY PROPOSED 2" MHP MAIN EXTENSION EMORY GROVE ADDITION EMORY UNIV., AS RECORDED ON 07/09/1946 IN PLAT BOOK 14, PAGE 32 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(5) EASEMENT IN FAVOR OF ATLANTA GAS LIGHT COMPANY, RECORDED 07/13/1946, AS BOOK 655, PAGE 489 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(6) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 06/17/1946, AS BOOK 657, PAGE 161 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(7) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/15/1950, AS BOOK 816, PAGE 363 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(8) PLAT OF PROPERTY OF EMORY PARK, INC., AS RECORDED ON 05/17/1951 IN PLAT BOOK 18, PAGE 107 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(9) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 10/07/1959, AS BOOK 1455, PAGE 645 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(10) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 12/04/1959, AS BOOK 1473, PAGE 250 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(11) RIGHT OF WAY IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 07/06/1962, AS BOOK 1679, PAGE 560 OF DEKALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY, BUT IS TOO VAGUE TO BE PLOTTED]

(12) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 09/28/1964, AS BOOK 1922, PAGE 442 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(13) PERMIT FOR ANCHORS, GUY POLES AND WIRES, RECORDED 07/14/1967 AS BOOK 2214, PAGE 664 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(14) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 09/01/1971, AS BOOK 2695, PAGE 60 OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS THE SUBJECT PROPERTY AS A BLANKET EASEMENT FOR POWER BUT ITS DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(15) RIGHT OF WAY DEED IN FAVOR OF DEKALB COUNTY, RECORDED 04/26/1974, AS BOOK 3168, PAGE 178 OF DE KALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY, BUT IS TOO VAGUE TO BE PLOTTED]

(16) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/01/1978, AS BOOK 3858, PAGE 372 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(17) RIGHT OF WAY IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 04/16/1985, AS BOOK 5190, PAGE 437 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(18) RIGHT OF WAY DEED IN FAVOR OF DEKALB COUNTY, RECORDED 03/06/1986, AS BOOK 5418, PAGE 91 OF DE KALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(19) AFFIDAVIT OF MICHAEL J. MANDL, EXECUTIVE VICE PRESIDENT EMORY UNIVERSITY, RECORDED 06/16/2004 AS BOOK 16268, PAGE 799 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(20) RESERVATIONS AND RESTRICTIONS AS STATED IN DEED, RECORDED 12/30/2010 AS BOOK 22298, PAGE 60 OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS SUBJECT PROPERTY AS A PERPETUAL, NON-EXCLUSIVE RIGHT, PRIVILEGE EASEMENT, UPON, OVER AND ACROSS ACCESS FOR SUBJECT PROPERTY.]

**SUBJECT PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD, NORTH 09°05'49" WEST, 211.45 FEET TO A POINT; THENCE, NORTH 04°27'35" WEST, 123.32 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379228.7836, E: 2250677.8311 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD AND RUNNING, SOUTH 72°54'22" WEST, 212.63 FEET TO A POINT ALONG THE EASTERLY LINE OF GAMBRELL DRIVE, BEING A PRIVATE DRIVE WITH NO KNOWN RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY LINE OF GAMBRELL DRIVE, NORTH 08°44'19" WEST, 66.98 FEET TO A POINT; THENCE LEAVING SAID EASTERLY LINE OF SAID GAMBRELL DRIVE AND RUNNING, NORTH 70°54'59" EAST, 216.46 FEET TO A POINT ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD, SOUTH 06°46'47" EAST, 75.00 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.34 ACRES (122,340 SQUARE FEET), MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #1 (PARCEL #18 053 03 010)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378745.6822, E: 2250535.2093 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 69°38'35" EAST, 48.91 FEET TO A POINT; THENCE, SOUTH 08°44'19" EAST, 2.36 FEET TO A POINT; THENCE, SOUTH 78°19'08" WEST, 3.95 FEET TO A POINT; THENCE, SOUTH 02°16'10" EAST, 294.12 FEET TO A POINT; THENCE, SOUTH 50°50'40" EAST, 4.70 FEET TO A POINT; THENCE, 61.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 43.11 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 44°39'02" EAST, 56.16 FEET TO A POINT; THENCE, SOUTH 01°46'20" EAST, 118.95 FEET TO A POINT; THENCE, 32.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.64 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 29°33'44" EAST, 32.16 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.46 ACRES, MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #2 (PARCEL #18 053 03 030)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379215.4748, E: 2250418.5610 AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT; THENCE, SOUTH 13°17'20" EAST, 13.07 FEET TO A POINT; THENCE, SOUTH 70°54'59" WEST, 35.54" TO A POINT; THENCE, SOUTH 69°38'35" WEST, 48.91 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.03 ACRES, MORE OR LESS, AS SHOWN IN A SURVEY PREPARED FOR PROVIDENCE REAL ESTATE CONSULTING, INC., BY MCCANN LAND SURVEYORS DATED OCTOBER 5, 2023, AND LAST REVISED FEBRUARY 9, 2024.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #3 (PARCEL #18 053 03 027)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379256.8337, E: 2250495.0098 AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 78°19'08" EAST, 71.63 FEET TO A POINT; THENCE, SOUTH 14°01'18" EAST, 3.79 FEET TO A POINT; THENCE, SOUTH 70°54'59" WEST, 72.02 FEET TO A POINT; THENCE, NORTH 13°17'20" WEST, 13.07 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.01 ACRES, MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #4 (PARCEL #18 053 03 017)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

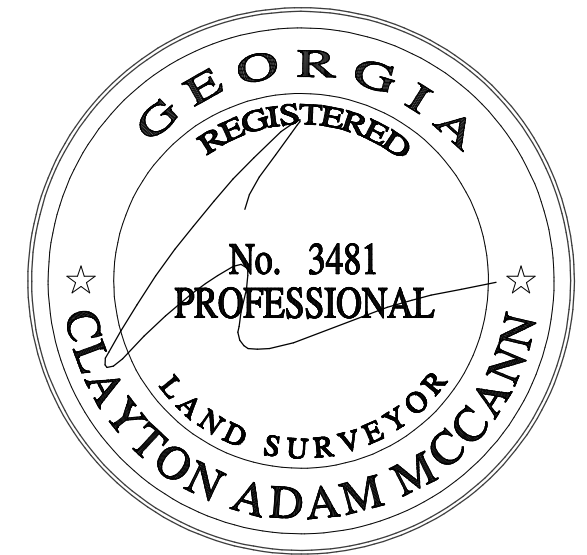
COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 71.63 FEET TO A POINT; THENCE, SOUTH 14°01'18" EAST, 3.79 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379267.6551, E: 2250566.0638 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 14°01'18" EAST, 16.22 FEET TO A POINT; THENCE, SOUTH 78°19'08" WEST, 107.45 FEET TO A POINT; THENCE, NORTH 08°44'19" WEST, 2.36 FEET TO A POINT; THENCE, NORTH 70°54'59" EAST, 107.56 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.02 ACRES, MORE OR LESS.

**PROPOSED LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378745.6822, E: 2250535.2093; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, 32.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.64 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 29°33'44" WEST, 32.16 FEET TO A POINT; THENCE, NORTH 01°46'20" WEST, 118.95 FEET TO A POINT; THENCE 61.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 43.11 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 44°39'02" WEST, 56.16 FEET TO A POINT; THENCE, NORTH 50°50'40" WEST, 4.70 FEET TO A POINT; THENCE, NORTH 02°16'10" WEST, 294.12 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 111.40 FEET TO AN IRON PIN SET HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379251.9137, E: 2250569.9949 AND BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 14°01'18" WEST, 15.94 FEET TO AN IRON PIN SET; THENCE, NORTH 71°03'38" EAST, 101.84 FEET TO AN IRON PIN SET; THENCE, SOUTH 06°38'08" EAST, 25.54 FEET TO AN IRON PIN SET; THENCE, SOUTH 75°47'08" WEST, 98.31 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.



**MCCANN LAND SURVEYORS**

315 SOUTH 9TH STREET  
GRIFFIN, GA 30224  
MCCANNLS.COM  
PHONE: 470-204-7080

**SITE: GA565  
BURLINGTON ROAD**

EXHIBIT FOR:

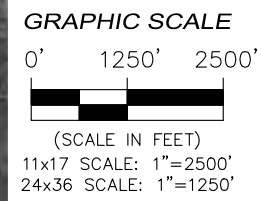
LAND LOT 52 18TH DISTRICT DEKALB COUNTY, GA

MCLS JOB #23332	
DRAWN BY NDW	CHECKED BY CDM & CAM
ISSUE DATE	10-5-2023
LAST REVISED	2-12-2024
SHEET NUMBER 3 OF 3	



Drawing name: Y:\Shared\WS\1398 - Diamond Communications\1398.007 - GA565 - Emory University.DWG - GA565 - Emory University.dwg Z-1 Jun 13, 2025 3:40pm by: mmerritt

I.D.	TOWER COMPANY	TOWER TYPE	TOWER HEIGHT	LATITUDE	LONGITUDE	DISTANCE TO PROPOSED TOWER
1	CROWN CASTLE INTERNATIONAL	MONOPOLE	105'	33.78980	-84.3059	3,709'-11" (0.70 mi)
2	NEW WORLD COMMUNICATIONS OF ATLANTA, INC.	GUYED	1,054'	33.79761	-84.3338	5,293'-10" (1.00 mi)
3	AMERICAN TOWERS, LLC	GUYED	1,057'	33.80733	-84.3393	8,651'-6" (1.64 mi)
4	AMERICAN TOWERS, LLC	GUYED	1,116'	33.80758	-84.3410	9,102'-6" (1.72 mi)
5	CROWN CASTLE INTERNATIONAL	MONOPOLE	131'	33.81397	-84.3364	9,878'-10" (1.87 mi)
6	AMERICAN TOWERS, LLC	MONOPOLE	182'	33.81411	-84.3127	8,330'-0" (1.58 mi)
7	CROWN CASTLE INTERNATIONAL	SELF-SUPPORT	213'	33.81106	-84.2949	9,941'-2" (1.89 mi)
8	AMERICAN TOWERS, LLC	MONOPOLE	150'	33.79219	-84.2907	8,269'-8" (1.56 mi)
9	AT&T	MONOPOLE	125'	33.76456	-84.3102	10,126'-5" (1.92 mi)



PROJECT:  
**EMORY UNIVERSITY**  
**GA565**  
 LOCATED AT:  
 538 BURLINGTON RD NE  
 ATLANTA, GA 30307

APPROVALS

CARRIER \_\_\_\_\_

LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

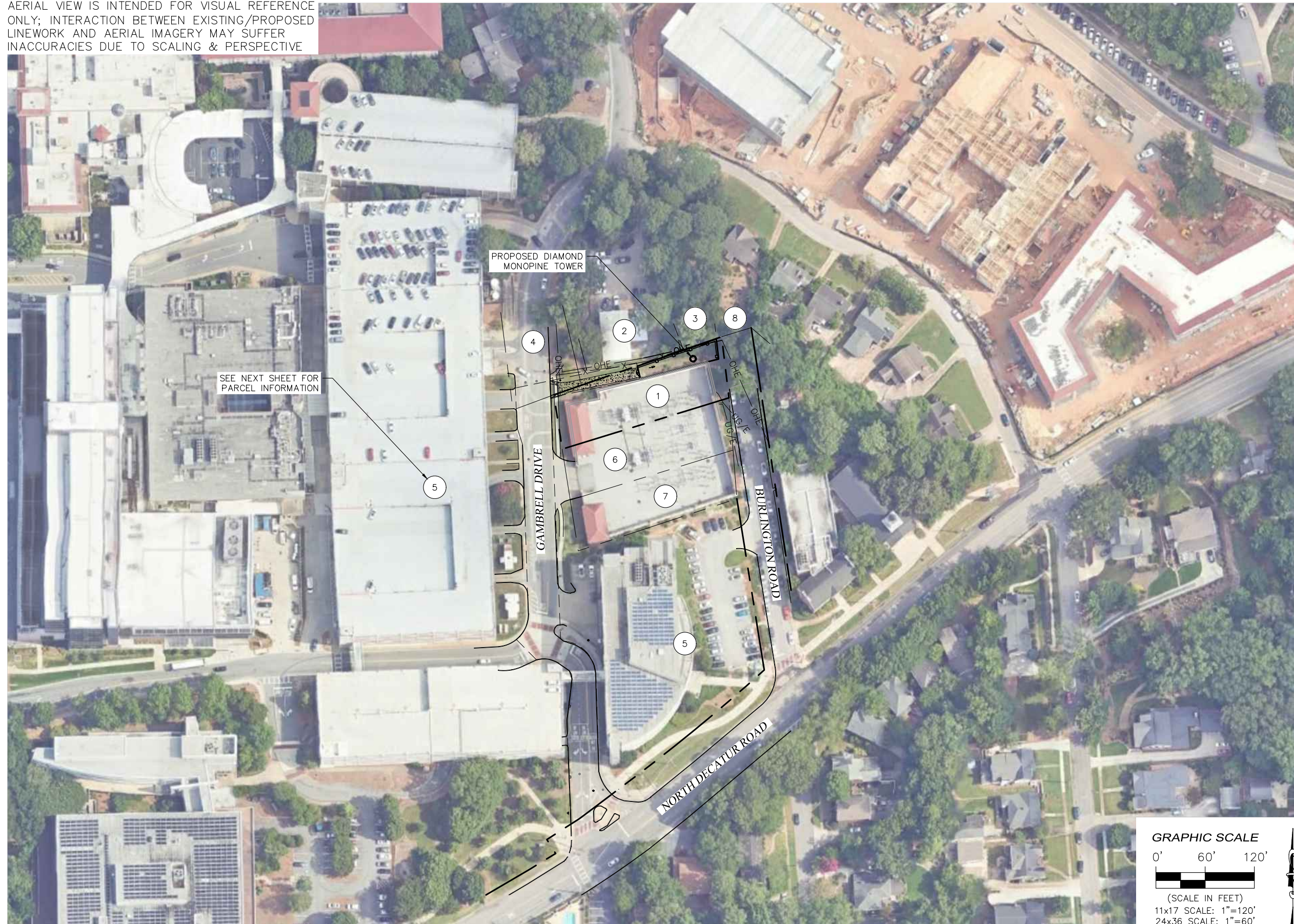
REVISIONS	DATE

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_  
 PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
 DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
 DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**EXISTING TOWERS MAP**  
 SHEET NUMBER: **Z-1**  
 JOB/FILE NUMBER: **1398.007**



AERIAL VIEW IS INTENDED FOR VISUAL REFERENCE ONLY; INTERACTION BETWEEN EXISTING/PROPOSED LINEWORK AND AERIAL IMAGERY MAY SUFFER INACCURACIES DUE TO SCALING & PERSPECTIVE



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 Suite 100 | 770.368.1944  
 Peachtree Corners, GA 30092

SEAL:



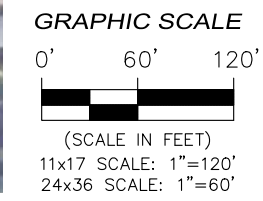
PROJECT:

**EMORY UNIVERSITY**  
**GA565**  
 LOCATED AT:  
 538 BURLINGTON RD NE  
 ATLANTA, GA 30307

APPROVALS

CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR:	ZONING
PROJECT MANAGER:	MRS
DRAWING BY:	JAH
DATE:	06/13/2025
TITLE:	



AERIAL SITE PLAN  
 SHEET NUMBER: Z-2  
 JOB/FILE NUMBER: 1398.007



Drawing name: Y:\Shared\WS\1398 - Diamond Communications\1398.007 - Emory University\DWG\GA565 - Emory University.dwg Z-3 Jun 13, 2025 3:40pm by: mmerritt

THIS SITE PLAN IS BASED ON A SURVEY PREPARED BY MCCANN LAND SURVEYORS, DATED REVISED 02/12/2024 AND A SITESWALK CONDUCTED BY FORESITE GROUP DATED 04/11/2023.

**NOTE:**  
 1. NO SOUND EMANATING FROM THE FACILITY GENERATOR SHOULD BE LOUDER THAN 70 DECIBELS, WHICH WOULD ALLOW FOR A NORMAL CONVERSATION 15 FEET AWAY.  
 2. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM MAP NUMBER 13089C0062K DATED 08/15/2019.

SETBACK	DEKALB COUNTY RESIDENTIAL ZONING DISTRICT SETBACKS		TOWER SETBACK - DEKALB COUNTY CODE OF ORDINANCE	
	REQUIRED	PROPOSED	REQUIRED	PROPOSED
FRONT	45'-0"	107'-3"	32'-0"	175'-2"
SIDE	7'-6"	2'-3"	*100'-0"	13'-6"
REAR	40'-0"	8'-10"	**32'-0"	37'-11"

\*100' MINIMUM TOWER SETBACK IS REQUIRED ADJACENT TO RESIDENTIAL ZONING; PARCEL ③ HAS MULTIPLE ZONING DESIGNATIONS (INCLUDING RESIDENTIAL). THE ABOVE TABLE LISTS THE MORE RESTRICTIVE OF PARCEL ③ SETBACK REQUIREMENTS, SETBACK MAY BE REDUCED TO 32'-0" IF ALLOWED BY DEKALB COUNTY.  
 \*\*ASSUMES RESIDENTIAL ZONING OF LOTS ACROSS FROM BURLINGTON ROAD ROW DO NOT RESULT IN 100' SETBACK REQUIREMENT

LEGEND		
EASEMENT	PERMISSION GRANTED BY	DISPLAY
#1	EMORY UNIVERSITY	
#2	EMORY UNIVERSITY	
#3	EMORY UNVERSTITY	
#4	GEORGIA POWER CO.	

**PARENT PARCEL IMPERVIOUS SURFACE COVERAGE:**  
 EXISTING - 9,624 SQ. FT. [0.22-AC] (64%)  
 PROPOSED - 12,185 SQ. FT. [0.28-AC] (81%)

PROPOSED CONCRETE ACCESS DRIVE ADDS 337.76 SQ. FT. IMPERVIOUS SURFACE COVERAGE TO LOT ④

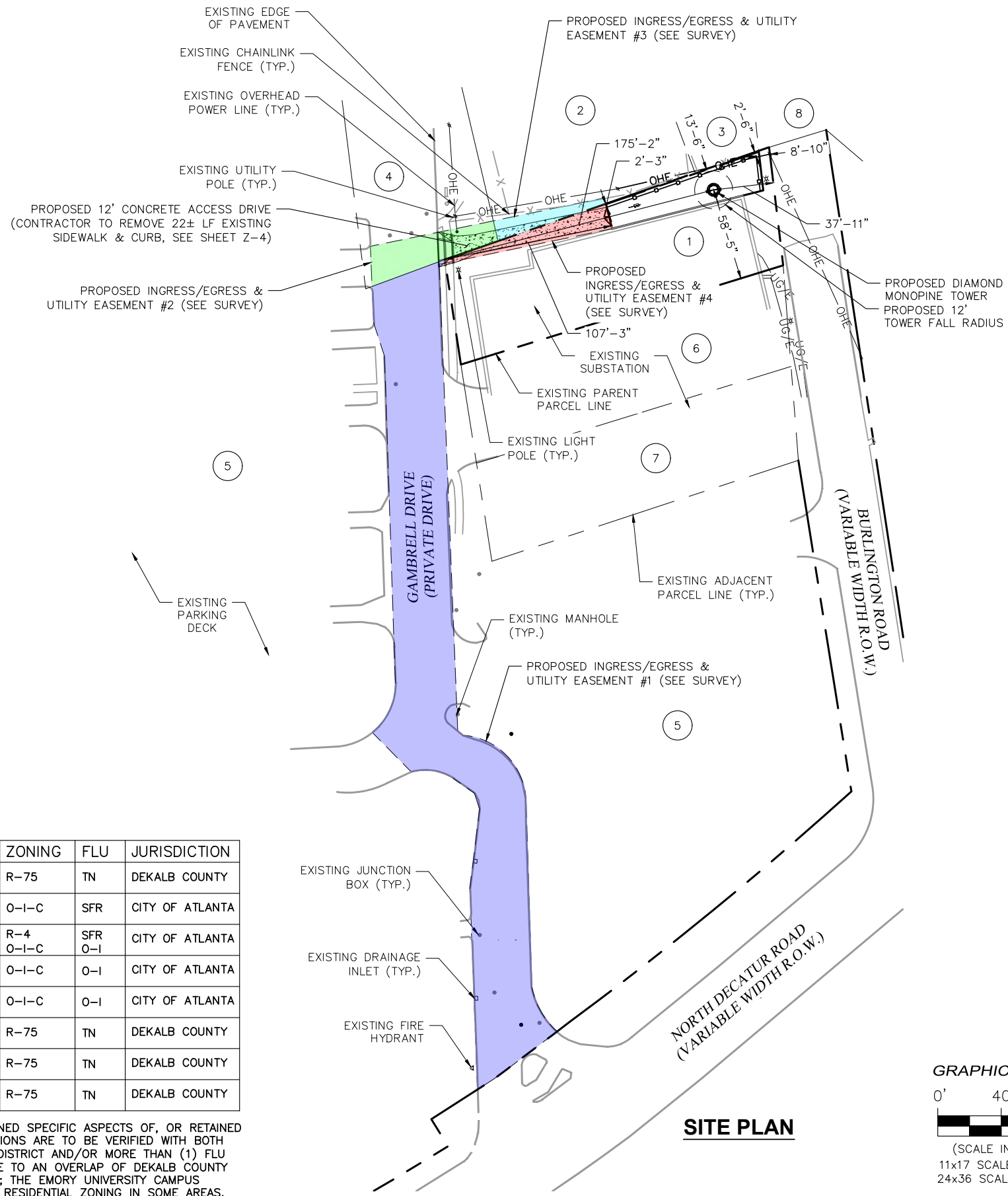
PROPOSED CONCRETE ACCESS DRIVE ADDS 188.41 SQ. FT. IMPERVIOUS SURFACE COVERAGE TO LOT ②

PROPOSED CONCRETE ACCESS DRIVE ADDS 13.18 SQ. FT. IMPERVIOUS SURFACE COVERAGE TO LOT ⑤

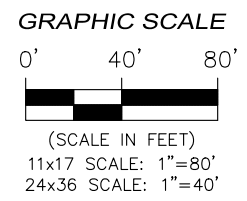
**DEFINITIONS:**  
 R-75: SINGLE FAMILY RESIDENTIAL  
 O-I-C & O-I: OFFICE INSTITUTIONAL  
 TN: TRADITIONAL NEIGHBORHOOD  
 SFR & R-4: SINGLE FAMILY RESIDENTIAL

I.D.	NAME	TAX PARCEL NO.	RECORDING INFO	ZONING	FLU	JURISDICTION
①	GEORGIA POWER COMPANY	18 053 03 017	DB 22298, PAGE 60	R-75	TN	DEKALB COUNTY
②	EMORY UNIVERSITY	18 053 03 027	DB 3451, PAGE 301	O-I-C	SFR	CITY OF ATLANTA
③	EMORY UNIVERSITY	18 053 03 026	DB 18916, PAGE 174-179	R-4 O-I-C	SFR O-I	CITY OF ATLANTA
④	EMORY UNIVERSITY	18 053 03 030	DB 3451, PAGE 301	O-I-C	O-I	CITY OF ATLANTA
⑤	EMORY UNIVERSITY	18 053 03 010	PB 227, PAGE 98	O-I-C	O-I	CITY OF ATLANTA
⑥	GEORGIA POWER COMPANY	18 053 03 016	DB 22298, PAGE 60	R-75	TN	DEKALB COUNTY
⑦	GEORGIA POWER COMPANY	18 053 03 015	DB 22298, PAGE 60	R-75	TN	DEKALB COUNTY
⑧	FRANCINE M. PAFUMY	18 053 03 025	NO RECORDS FOUND	R-75	TN	DEKALB COUNTY

EMORY UNIVERSITY WAS ANNEXED INTO THE CITY OF ATLANTA IN 2017 BUT MAY HAVE RETAINED SPECIFIC ASPECTS OF, OR RETAINED IN WHOLE, DEKALB COUNTY ZONING REGULATIONS. ZONING AND FUTURE LAND USE DESIGNATIONS ARE TO BE VERIFIED WITH BOTH JURISDICTIONS WHERE APPLICABLE. A PARCEL MAY BE A PART OF MORE THAN (1) ZONING DISTRICT AND/OR MORE THAN (1) FLU DESIGNATION ACCORDING TO AVAILABLE CITY OF ATLANTA GIS INFORMATION. THIS MAY BE DUE TO AN OVERLAP OF DEKALB COUNTY AND CITY OF ATLANTA ZONING REGULATIONS, PER AGREEMENTS AT THE TIME OF ANNEXATION; THE EMORY UNIVERSITY CAMPUS UNDERWENT THE PROCESS OF REZONING TO OFFICE INSTITUTIONAL BUT MAY HAVE RETAINED RESIDENTIAL ZONING IN SOME AREAS.



**SITE PLAN**



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 Suite 100 | 770.368.1944  
 Peachtree Corners, GA 30092



PROJECT:  
**EMORY UNIVERSITY**  
**GA565**  
 LOCATED AT:  
 538 BURLINGTON RD NE  
 ATLANTA, GA 30307

APPROVALS

CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR: \_\_\_\_\_ ZONING  
 PROJECT MANAGER: \_\_\_\_\_ MRS  
 DRAWING BY: \_\_\_\_\_ JAH  
 DATE: \_\_\_\_\_ 06/13/2025  
 TITLE: \_\_\_\_\_

SITE PLAN  
 SHEET NUMBER: \_\_\_\_\_ Z-3  
 JOB/FILE NUMBER: \_\_\_\_\_ 1398.007



THIS SITE PLAN IS BASED ON A SURVEY PREPARED BY MCCANN LAND SURVEYORS, DATED REVISED 02/12/2024 AND A SITEWALK CONDUCTED BY FORESITE GROUP DATED 04/11/2023.



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 Peachtree Corners, GA 30092

SEAL:



PROJECT:

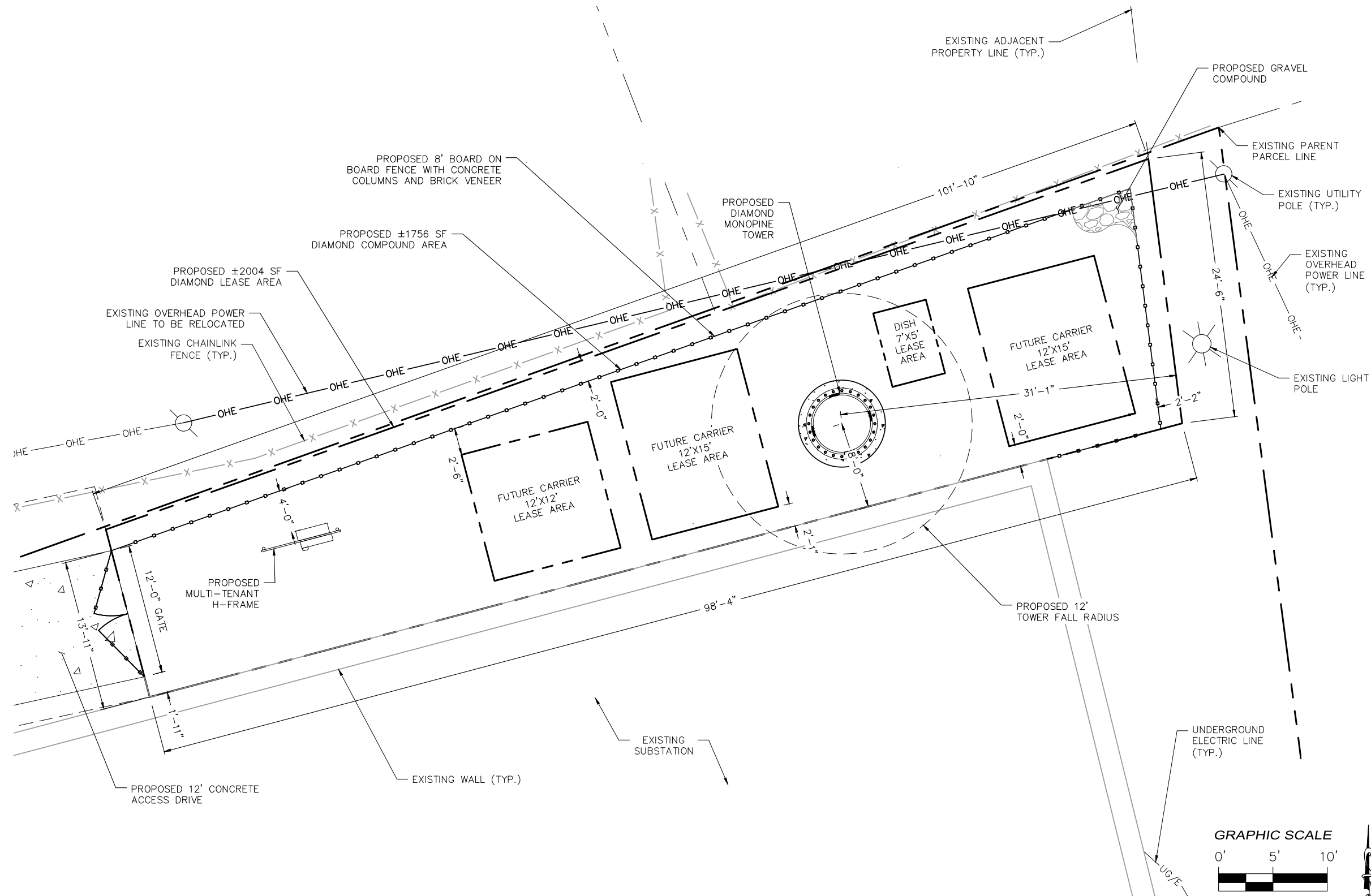
**EMORY UNIVERSITY**  
**GA565**  
 LOCATED AT:  
 538 BURLINGTON RD NE  
 ATLANTA, GA 30307

APPROVALS

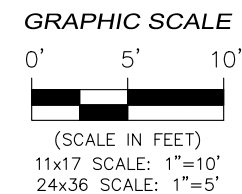
CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR:	ZONING
PROJECT MANAGER:	MRS
DRAWING BY:	JAH
DATE:	06/13/2025
TITLE:	

COMPOUND PLAN  
 SHEET NUMBER: Z-4  
 JOB/FILE NUMBER: 1398.007



**COMPOUND PLAN**



Drawing name: Y:\Shared\WS\1398 - Diamond Communications\1398.007 - Emory University.DWG\_GA565 - Emory University.dwg Z-4 Jun 13, 2025 3:40pm by: mmerritt

Drawing name: Y:\Shared\WS\1398 - Diamond Communications\1398.007 - Emory University\DWG\_GA565 - Emory University.dwg Z-5 Jun 13, 2025 3:40pm by: mmerritt

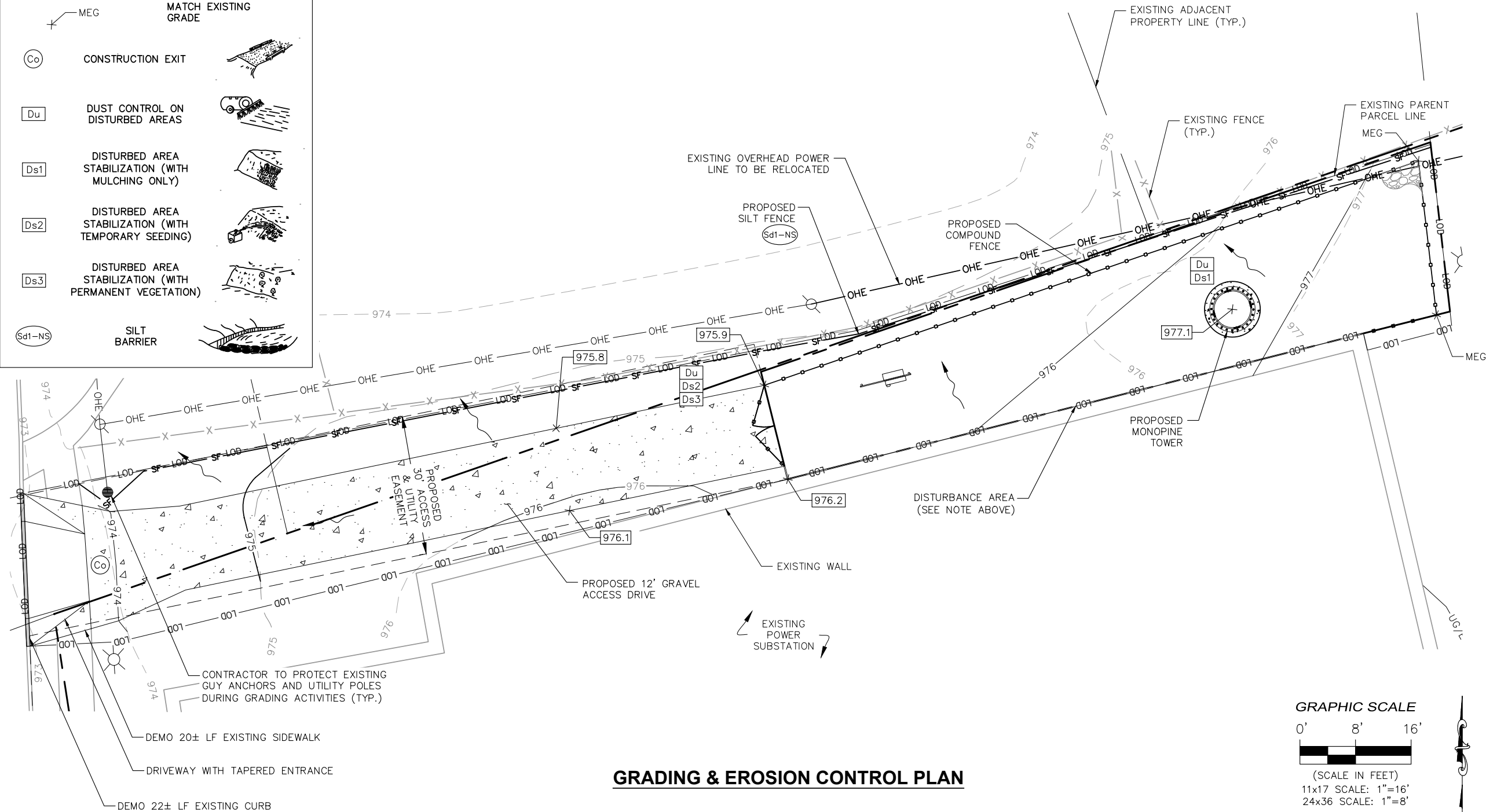
**LEGEND**

- PROPOSED SILT FENCE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- DIRECTION OF WATER FLOW
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE
- CONSTRUCTION EXIT
- DUST CONTROL ON DISTURBED AREAS
- DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
- DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
- DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)
- SILT BARRIER

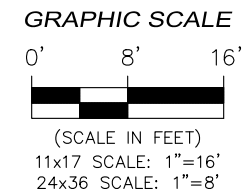
PROPOSED PROJECT DISTURBED AREA (0.10-AC) IS DESIGNED TO NOT EXCEED 1 AC (TOTAL). PRIOR TO CONSTRUCTION, CONTRACTOR TO NOTIFY ENGINEER IF ADDITIONAL IMPROVEMENTS WILL BE REQUIRED WHICH RESULT IN GREATER THAN 1 AC TOTAL DISTURBED AREA.

NOTE: CONTRACTOR SHALL APPLY GRASS SEED AND HAY TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.

NOTE: NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM MAP NUMBER 13089C0062K DATED 08/15/2019. ACCORDING TO SAID FIRM MAP, SITE IS LOCATED IN ZONE X.



**GRADING & EROSION CONTROL PLAN**



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 Suite 100 | 770.368.1944  
 Peachtree Corners, GA 30092

SEAL:



PROJECT:

**EMORY UNIVERSITY**  
**GA565**  
 LOCATED AT:  
 538 BURLINGTON RD NE  
 ATLANTA, GA 30307

APPROVALS

CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR:	ZONING
PROJECT MANAGER:	MRS
DRAWING BY:	JAH
DATE:	06/13/2025
TITLE:	

**GRADING & EROSION CONTROL PLAN**

SHEET NUMBER: **Z-5**  
 JOB/FILE NUMBER: **1398.007**

Drawing name: Y:\Shared\WS\1398 - Diamond Communications\1398.007 - GA565 - Emory University.DWG - Emory University.dwg Z-6 Jun 13, 2025 3:40pm by: mmerritt

**Du DUST CONTROL ON DISTURBED AREAS**

REFER TO THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.

**TEMPORARY METHODS**

1. APPLICATION OF MULCH (SEE Ds1)
2. TEMPORARY VEGETATIVE COVER (SEE Ds2)
3. SPRAY ON ADHESIVES (SEE Tac)
4. TILLAGE - THE ROUGHENING OF SOIL AND BRING CLODS TO THE SURFACE. IT SHOULD BE USED AS AN EMERGENCY MEASURE BEFORE HIGH WIND EROSION POTENTIAL.
5. IRRIGATION - SPRINKLE WITH WATER UNTIL THE SURFACE IS WET. REPEAT AS NEEDED.
6. BARRIERS - SOLID BOARD FENCES, SNOW FENCES, BURLAP FENCES, BALES OF HAY, AND SIMILAR MATERIALS TO BE PLACED TO RIGHT ANGLES OF PREVAILING CURRENTS. TO BE EFFECTIVE, BARRIERS MUST BE AT INTERVALS OF APPROX. 15 TIMES THEIR HEIGHT.
7. CALCIUM CHLORIDE APPLICATION - APPLY AS NEEDED TO KEEP SURFACE MOIST.

**PERMANENT METHODS**

1. PERMANENT VEGETATION - (SEE Ds3)
2. TOPSOILING - COVER WITH LESS EROSIIVE TOPSOIL
3. STONE - COVER AREAS SUBJECT TO WIND EROSION AND HIGH TRAFFIC AREAS WITH CRUSHED STONE OR COARSE GRAVEL.

**Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)**

WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.

**SITE PREPARATION**

1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

**APPLICATION**

1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, ADD 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT.

**ANCHORING MULCH**

1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION.
2. STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE EQUIPMENT MAY BE ANCHORED WITH EMULSIFIED ASPHALT (GRADE AE-5 OR SS-1. THE ASPHALT EMULSION SHALL BE SPRAYED ONTO THE MULCH AS IT IS EJECTED FROM THE MACHINE. USE 100 GALLONS OF EMULSIFIED ASPHALT AND 100 GALLONS OF WATER PER TON OF MULCH. TACKIFIERS AND BINDERS CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION TB - TACKIFIERS AND BINDERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
3. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
4. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

MULCH MATERIALS AND APPLICATION RATES	
MATERIAL	RATE
STRAW OR HAY	2-4" DEEP
WOOD WASTE, CHIPS, SAW DUST, OR BARK	2-3" DEEP (ABOUT 6-9 TONS/ACRE)
MATting OR NETTING	ACCORDING TO MANUFACTURER RECOMMENDATIONS
POLYETHYLENE FILM	CAN BE LAID OVER SENSITIVE AREAS AND STOCKPILES, MUST BE SECURED.

**Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)**

**GRADING AND SHAPING**

1. EXCESSIVE WATER RUNOFF SHALL BE REDUCED BY PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, AND OTHERS
2. NO SHAPING OR GRADING IS REQUIRED IF SLOPES CAN BE STABILIZED BY HAND-SEEDED VEGETATION OR IF HYDRAULIC SEEDING EQUIPMENT IS TO BE USED.

**SEEDBED PREPARATION**

1. WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED. WHEN USING CONVENTIONAL OR HAND-SEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL.
2. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

**LIME AND FERTILIZER**

1. SOIL TESTS MUST BE PERFORMED DETERMINE THE REQUIRED AMOUNTS OF FERTILIZER, LIME, AND OTHER AMENDMENTS. SOIL TESTS SHOULD INCLUDE RECOMMENDATIONS FOR APPLICATION RATES.
2. APPLY AGRICULTURAL LIME AT A RATE DETERMINED BY SOIL TEST FOR PH. QUICK ACTING LIME SHOULD BE INCORPORATED TO MODIFY PH DURING THE GERMINATION PERIOD.
3. ALL GRADED AREAS REQUIRE LIME APPLICATION UNLESS SOIL TEST INDICATE OTHERWISE.
4. BIOSTIMULANTS SHOULD ALSO BE CONSIDERED WHEN THERE IS LESS THAN 3% ORGANIC MATTER IN THE SOIL.
5. FERTILIZER SHOULD BE APPLIED BEFORE SEEDBED PREPARATION AND INCORPORATED WITH A DISK, RIPPER, OR CHISEL. ON SLOPES TOO STEEP FOR, OR INACCESSIBLE TO EQUIPMENT, FERTILIZER SHALL BE HYDRAULICALLY APPLIED, PREFERABLY IN THE FIRST PASS WITH SEED AND SOME HYDRAULIC MULCH, THEN TOPPED WITH THE REMAINING REQUIRED APPLICATION RATE.
6. FOR LOW FERTILITY SOILS, AGRICULTURAL LIME & FERTILIZER REQUIRED UNLESS SOIL TESTS SHOW IT IS NOT REQUIRED AND THAT SOILS ARE REASONABLY FERTILE. FOR LOW FERTILITY SOILS, APPLY 10-10-10 FERTILIZER AT 500-700 LB/ACRE. APPLY AGRICULTURAL LIME AT 1 TON PER ACRE.

**SEEDING**

SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR. SEED SHALL BE APPLIED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER-SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTIPACKER-SEEDERS SHOULD NORMALLY PLACE SEED ONE-QUARTER TO ONE-HALF INCH DEEP. APPROPRIATE DEPTH OF PLANTING IS TEN TIMES THE SEED DIAMETER. SOIL SHOULD BE "RAKED" LIGHTLY TO COVER SEED WITH SOIL IF SEEDED BY HAND.

**MULCHING**

TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH, PROVIDED THERE IS LITTLE TO NO EROSION POTENTIAL. HOWEVER, THE USE OF MULCH CAN OFTEN ACCELERATE AND ENHANCE GERMINATION AND VEGETATION ESTABLISHMENT. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. REFER TO DS1 - DISTURBED AREA STABILIZATION (Ds1).

**IRRIGATION**

DURING TIMES OF DROUGHT, WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION. THE SOIL SHALL BE THOROUGHLY WETTED TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)						
SPECIES		SEEDING RATE PER 1,000 S.F.	SEEDING RATE PER ACRE*	PLANTING DATES		
				MTNS./ LIMESTONE		COASTAL
BARLEY	(ALONE) (IN MIXTURE)	3.3 LBS. 0.6 LBS.	3 bu. 1/2 bu.	9/1-10/31	9/15-11/15	10/1-12/31
RYE	(ALONE) (IN MIXTURE)	3.9 LBS. 0.6 LBS.	3 bu. 1/2 bu.	8/15-10/31	9/15-11/30	10/1-12/31
ANNUAL RYEGRASS	ALONE	0.9 LBS.	40 LBS.	8/15-11/15	9/1-12/15	9/15-12/31
ANNUAL LESPEDEZA	(ALONE) (IN MIXTURE)	0.9 LBS. 0.2 LBS.	40 LBS. 10 LBS.	3/1-3/31	3/1-3/31	2/1-2/28
WEEPING LOVEGRASS	(ALONE) (IN MIXTURE)	0.1 LBS. 0.05 LBS.	4 LBS. 2 LBS.	4/1-5/31	4/1-5/31	3/1-5/31
SUDANGRASS		1.4 LBS.	60 LBS.	5/1-7/31	5/1-7/31	4/1-7/31
BROWN TOP MILLET	(ALONE) (IN MIXTURE)	0.9 LBS. 0.2 LBS.	40 LBS. 10 LBS.	4/15-6/15	4/15-6/60	4/15-6/30
WHEAT	(ALONE) (IN MIXTURE)	4.1 LBS. 0.7 LBS.	3 bu. 1/2 bu.	9/15-11/30	10/1-12-15	10/15-12/31

1. UNUSUAL SITE CONDITIONS MAY REQUIRE HEAVIER SEEDING RATES.  
 2. SEEDING DATES MAY NEED TO BE ALTERED TO FIT TEMPERATURE VARIATIONS AND LOCAL CONDITIONS.  
 3. SEE "THE MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA, SIXTH EDITION" FOR MAJOR LAND RESOURCE AREAS.  
 4. SEEDING RATES ARE BASED ON PURE LIVE SEED. (PLS)



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PROJECT:

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APPROVALS

CARRIER \_\_\_\_\_

LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_

DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_

DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_

TITLE: \_\_\_\_\_

**EROSION CONTROL DETAILS**

SHEET NUMBER: \_\_\_\_\_ Z-6 \_\_\_\_\_

JOB/FILE NUMBER: \_\_\_\_\_ 1398.007 \_\_\_\_\_



Ds3

# DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

NOTE THAT IN THE CASE OF DISCREPANCIES BETWEEN ANY OF THE INFORMATION BELOW AND THE INFORMATION CONTAINED IN TREE REPLACEMENT AND LANDSCAPE PLANS & DETAILS, THE LATTER SHALL BE USED.

### GRADING AND SHAPING

1. GRADING AND SHAPING MAY NOT BE WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENT.
2. WHEN CONVENTIONAL SEEDING AND FERTILIZING ARE TO BE DONE, GRADE AND SHAPE WHERE SO THAT EQUIPMENT CAN BE USED SAFELY AND EFFICIENTLY DURING SEEDBED PREPARATION, SEEDING, MULCHING AND MAINTENANCE OF THE VEGETATION.
3. CONCENTRATIONS OF WATER THAT WILL CAUSE EXCESSIVE SOIL EROSION SHALL BE DIVERTED TO A SAFE OUTLET. DIVERSIONS AND OTHER TREATMENT PRACTICES SHALL CONFORM WITH THE APPROPRIATE STANDARDS AND SPECIFICATIONS

### LIME AND FERTILIZER RATES

1. AGRICULTURAL LIME IS REQUIRED AT THE RATE OF ONE TO TWO TONS PER ACRE UNLESS SOIL TESTS INDICATE OTHERWISE. ALL GRADED AREAS REQUIRE LIME APPLICATION UNLESS SOIL TEST INDICATE OTHERWISE. IF LIME IS APPLIED WITHIN SIX MONTHS OF PLANTING PERMANENT PERENNIAL VEGETATION, ADDITIONAL LIME IS NOT REQUIRED. AGRICULTURAL LIME SHALL BE WITHIN THE SPECIFICATIONS OF THE GEORGIA DEPARTMENT OF AGRICULTURE.
2. AGRICULTURAL LIME IS GENERALLY NOT REQUIRED WHERE ONLY TREES AND SOME LANDSCAPING IS PLANTED, REFER TO TREE PROTECTION AND LANDSCAPE PLANS FOR LIME REQUIREMENTS IN AREAS OF TREES AND SHRUBS.
3. REFER TO THE TABLE ON THIS SHEET OR TABLE 6-5.1 OF THE MANUAL FOR EROSION & SEDIMENT CONTROL IN GA, SIXTH EDITION, FOR FERTILIZER REQUIREMENTS BY PLANTING SPECIES.

### LIME AND FERTILIZER APPLICATION

1. WHEN HYDRAULIC SEEDING EQUIPMENT IS USED, THE INITIAL FERTILIZER SHALL BE MIXED WITH SEED, INOCULANT (IF NEEDED), AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH AND APPLIED IN A SLURRY. THE INOCULANT, IF NEEDED, SHALL BE MIXED WITH THE SEED PRIOR TO BEING PLACED INTO THE HYDRAULIC SEEDER. THE SLURRY MIXTURE WILL BE AGITATED DURING APPLICATION TO KEEP THE INGREDIENTS THOROUGHLY MIXED. THE MIXTURE WILL BE SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER BEING PLACED IN THE HYDROSEEDER.
2. FINELY GROUND LIMESTONE CAN BE APPLIED IN THE MULCH SLURRY OR IN COMBINATION WITH THE TOP DRESSING.
3. WHEN CONVENTIONAL PLANTING IS TO BE DONE, LIME AND FERTILIZER SHALL BE APPLIED UNIFORMLY IN ONE OF THE FOLLOWING WAYS:
  - a. APPLY BEFORE LAND PREPARATION SO THAT IT WILL BE MIXED WITH THE SOIL DURING SEEDBED PREPARATION.
  - b. MIX WITH THE SOIL USED TO FILL THE HOLES, DISTRIBUTE IN FURROWS.
  - c. BROADCAST AFTER STEEP SURFACES ARE SCARIFIED, PITTED OR TRENCHED.
  - d. A FERTILIZER PELLETT SHALL BE PLACED AT ROOT DEPTH IN THE CLOSING HOLE BESIDE EACH PINE TREE SEEDLING.

### PLANT SELECTION

1. PLANT AND LANDSCAPE SPECIES TO BE AS INDICATED ON THE TREE REPLACEMENT PLAN AND LANDSCAPE PLANS. IN THE EVENT NO SUCH PLAN HAS BEEN PREPARED, AND SPECIES IS NOT CALLED OUT SPECIFICALLY ON THE PERMANENT VEGETATION PLAN, SPECIES ARE TO BE SELECTED BASED ON THE TABLES SHOWN ON THIS SHEET OR FROM TABLES 6-4.1, 6-5.2, 6-5.3, OR 6.5-4 OF THE MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA, SIXTH EDITION, AND APPROVED IN WRITING BY THE OWNER.

RYEGRASS SHALL NOT BE USED IN ANY SEEDING MIXTURES CONTAINING PERENNIAL SPECIES DUE TO ITS ABILITY TO OUT-COMPETE DESIRED SPECIES CHOSEN FOR PERMANENT PERENNIAL COVER.

### SEEDBED PREPARATION

SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED (BUT IS STRONGLY RECOMMENDED FOR ANY SEEDING PROCESS, WHEN POSSIBLE). WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:

### BROADCAST PLANTINGS

1. TILLAGE, AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEVIATE COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL; ALLOW FOR THE PROPER PLACEMENT OF SEED, SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.
2. TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.
3. TILLAGE SHOULD BE DONE ON THE CONTOUR WHERE FEASIBLE.
4. ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 INCHES APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.

### INDIVIDUAL PLANTS

1. ALL INDIVIDUAL PLANTINGS SHOULD BE PERFORMED IN ACCORDANCE WITH LANDSCAPE OR TREE REPLACEMENT PLANS.

### INOCULANTS

1. ALL LEGUME SEED SHALL BE INOCULATED WITH APPROPRIATE NITROGEN-FIXING BACTERIA. THE INOCULANT SHALL BE A PURE CULTURE PREPARED SPECIFICALLY FOR THE SEED SPECIES AND USED WITHIN THE DATES ON THE CONTAINER.
2. A MIXING MEDIUM RECOMMENDED BY THE MANUFACTURER SHALL BE USED TO BOND THE INOCULANT TO THE SEED. FOR CONVENTIONAL SEEDING, USE TWICE THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER. FOR HYDRAULIC SEEDING, FOUR TIMES THE AMOUNT OF INOCULANT RECOMMENDED BY THE MANUFACTURER SHALL BE USED.
3. ALL INOCULATED SEED SHALL BE PROTECTED FROM THE SUN AND HIGH TEMPERATURES AND SHALL BE PLANTED THE SAME DAY INOCULATED. NO INOCULATED SEED SHALL REMAIN IN THE HYDROSEEDER LONGER THAN ONE HOUR.

### PLANTING

#### HYDRAULIC SEEDING

MIX THE SEED (INOCULATED IF NEEDED), FERTILIZER, AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH WITH WATER AND APPLY IN A SLURRY UNIFORMLY OVER THE AREA TO BE TREATED. APPLY WITHIN ONE HOUR AFTER THE MIXTURE IS MADE.

#### CONVENTIONAL SEEDING

SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER, OTHER MECHANICAL SEEDER, OR HAND SEEDING TO DISTRIBUTE THE SEED UNIFORMLY OVER THE AREA TO BE TREATED. COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF SOIL FOR SMALL SEED AND 1/2 TO 1 INCH FOR LARGE SEED WHEN USING A CULTIPACKER OR OTHER SUITABLE EQUIPMENT.

#### NO-TILL SEEDING

NO-TILL SEEDING IS PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURITY OF THE COVER CROP OR IF THE TEMPORARY COVER STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL SEEDING EQUIPMENT. THE SEED MUST BE UNIFORMLY DISTRIBUTED AND PLANTED AT THE PROPER DEPTH.

### MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% TO 100% SOIL COVER. PERMANENT MULCH COVER SELECTION WHERE VEGETATION IS NOT APPLIED SHOULD BE PLACED AS INDICATED ON TREE REPLACEMENT AND/OR LANDSCAPING PLANS, OR AT THE DIRECTION OR APPROVAL OF THE OWNER. MULCH SELECTION FOR TEMPORARY COVER OF PERMANENT VEGETATION SHALL BE BASED ON SELECTION GUIDELINES IN THE "MULCH REQUIREMENTS FOR PERMANENT STABILIZATION" TABLE ON THIS SHEET.

WOOD CELLULOSE AND WOOD PULP FIBERS SHALL NOT CONTAIN GERMINATION OR GROWTH INHIBITING FACTORS. THEY SHALL BE EVENLY DISPERSED WHEN AGITATED IN WATER. THE FIBERS SHALL CONTAIN A DYE TO ALLOW VISUAL METERING AND AID IN UNIFORM APPLICATION DURING SEEDING. APPLYING MULCH

### APPLYING MULCH

STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING AND/OR PLANTING. THE MULCH MAY BE SPREAD BY BLOWER-TYPE SPREADING EQUIPMENT, OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE..

WOOD CELLULOSE OR WOOD FIBER MULCH SHALL BE APPLIED UNIFORMLY WITH HYDRAULIC SEEDING EQUIPMENT.

### ANCHORING MULCH

ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION BY ONE OF THE FOLLOWING METHODS:

1. HAY AND STRAW MULCH SHALL BE PRESSED INTO THE SOIL IMMEDIATELY AFTER THE MULCH IS SPREAD. A SPECIAL "PACKER DISK" OR DISK HARROW WITH THE DISKS SET STRAIGHT MAY BE USED. THE DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISKS SHALL BE DULL ENOUGH TO PRESS THE MULCH INTO THE GROUND WITHOUT CUTTING IT, LEAVING MUCH OF IT IN AN ERECT POSITION. MULCH SHALL NOT BE PLOWED INTO THE SOIL.
2. SYNTHETIC TACKIFIERS, BINDERS OR HYDRAULIC MULCH SPECIFICALLY DESIGNED TO TACK STRAW, SHALL BE APPLIED IN CONJUNCTION WITH OR IMMEDIATELY AFTER THE MULCH IS SPREAD. SYNTHETIC TACKIFIERS SHALL BE MIXED AND APPLIED ACCORDING TO MANUFACTURER'S SPECIFICATIONS. ALL TACKIFIERS, BINDERS OR HYDRAULIC MULCH SPECIFICALLY DESIGNED TO TACK STRAW SHOULD BE VERIFIED NONTOXIC THROUGH EPA 2021.0 TESTING. REFER TO TACKIFIERS-TAC.
3. RYE OR WHEAT CAN BE INCLUDED WITH FALL AND WINTER PLANTINGS TO STABILIZE THE MULCH. THEY SHALL BE APPLIED AT A RATE OF ONE-QUARTER TO ONE-HALF BUSHEL PER ACRE.
4. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH MAY BE NEEDED TO ANCHOR STRAW OR HAY MULCH ON UNSTABLE SOILS AND CONCENTRATED FLOW AREAS. THESE MATERIALS SHALL BE INSTALLED AND ANCHORED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

### BEDDING MATERIAL

MULCH SHALL BE APPLIED TO ORNAMENTAL BEDS, AROUND SHRUBS, AND ON BARE AREAS ON LAWNS. WHEN BEDDING MATERIALS ARE NOT SPECIFIED ON THE LANDSCAPE AND/OR TREE REPLACEMENT PLANS, THE CONTRACTOR SHALL SELECT AND SEEK PRIOR APPROVAL OF THE OWNER TO PLACE BEDDING MATERIAL SHOWN IN THE "MULCH REQUIREMENTS FOR PERMANENT STABILIZATION" TABLE ON THIS SHEET.

### IRRIGATION

WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION.

### TOPDRESSING

TOPDRESSING WILL BE APPLIED ON ALL TEMPORARY AND PERMANENT (PERENNIAL) SPECIES PLANTED ALONE OR IN MIXTURES WITH OTHER SPECIES. RECOMMENDED RATES OF APPLICATION ARE LISTED ON THIS SHEET AND IN TABLE 6-5.1. OF THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GA, SIXTH EDITION.

**SEE TABLES ON SHEET Z-9  
NOT TO SCALE**



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### APPROVALS

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LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_

DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_

DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_

TITLE: \_\_\_\_\_

**EROSION  
CONTROL DETAILS**

SHEET NUMBER: \_\_\_\_\_ Z-7 \_\_\_\_\_

JOB/FILE NUMBER: \_\_\_\_\_ 1398.007 \_\_\_\_\_

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**PLANTING AND FERTILIZER SCHEDULE FOR PERMANENT GRASSING**

SPECIES	PURE LIVE SEED (PLS) PER 1,000 S.F.	RATE PER ACRE	PLANTING DATES			YEARS TO APPLY FERTILIZER	FERTILIZER ANALYSIS			FERTILIZER RATE (lb/Ac)	N TOP DRESSING RATE
			MTNS./ LIMESTONE	PIEDMONT	COASTAL		N	P	K		
WEeping LOVEGRASS AND VIRGATA OR SERICEA LESPEDEZA	0.1 LBS.	4 LBS.	3/15 - 6/15	3/1 - 6/15	2/1 - 6/15	FIRST	6	12	12	1500	50
SERICEA LESPEDEZA SEEDBEARING HAY WITH OVERSEEDED WEeping LOVEGRASS	1.4 LBS.	40 LBS.	3/15 - 6/15	3/1 - 6/15	2/15 - 6/1	SECOND	0	10	10	1000	-
HULLED COMMON BERMUDAGRASS AND SERICEA LESPEDEZA	138 LBS.	3 TONS	10/1 - 3/1	10/1 - 3/1	10/15 - 2/1	FIRST	6	12	12	1500	50
	0.05 LBS.	2 LBS.	3/1 - 6/15	3/1 - 6/15	2/1 - 6/15	SECOND	0	10	10	1000	-
UNHULLED COMMON BERMUDAGRASS AND VIRGATA OR SERICEA LESPEDEZA SEED HAY	0.2 LBS.	10 LBS.	N/A	2/15 - 7/1	2/15 - 6/15	FIRST	6	12	12	1500	50
	1.4 LBS.	60 LBS.	N/A	3/1 - 6/15	2/15 - 6/15	SECOND	0	10	10	1000	-
	0.2 LBS.	10 LBS.	N/A	11/1 - 2/1		FIRST	6	12	12	1500	50
	1.4 LBS.	40 LBS.	N/A	3/1 - 6/15	SECOND	0	10	10	1000	-	
	140 LBS.	3 TONS	N/A	10/1 - 3/1	10/15 - 2/1	FIRST	6	12	12	1500	50(1)
TALL FESCUEGRASS AND CLEAN COMBINE RUN VIRGATA OR SERICEA LESPEDEZA	0.7 LBS	30 LBS	8/1 - 11/1	8/15 - 11/1	2/15 - 6/1	FIRST	6	12	12	1500	50(1)
	1.4 LBS.	40 LBS.	3/1-4/15 (3/15-5/1 FOR LESPEDEZA)	3/1 - 6/15		SECOND	0	10	10	1000	-
TALL FESCUEGRASS (ALONE) FESTUCA ARUNDINACEA	1.1 LBS	50LBS	3/1-5/1, 8/15-11/1	9/1-11/1	N/A	FIRST	6	12	12	1500	0-50(1),(2)
						SECOND	6	12	12	1000	-
COMMON BERMUDA, HULLED ALONE CYNODON DACTYLON	0.2 LBS.	10 LBS.	N/A	4/1-4/31	3/15-5/31	FIRST	6	12	12	1500	50-100
						SECOND	6	12	12	800	50-100
COMMON BERMUDA, UNHULLED CYNODON DACTYLON (PLANT WITH WINTER ANNUALS)	0.2 LBS.	10 LBS.	N/A	10/1-3/1	11/1-2/1	FIRST	6	12	12	1500	50-100
						SECOND	6	12	12	800	50-100

1 - APPLY IN SPRING FOLLOWING SEEDING  
 2 - APPLY IN SPLIT APPLICATIONS WHEN HIGH RATES ARE USED  
 3 - APPLY IN 3 SPLIT APPLICATIONS

4 - APPLY WHEN PLANTS ARE PRUNED  
 5 - APPLY TO GRASS SPECIES ONLY  
 6 - APPLY WHEN PLANTS GROW TO A HEIGHT OF 2-4 INCHES.

**MULCH REQUIREMENTS FOR PERMANENT STABILIZATION**

MATERIAL	RATE	WHERE TO USE
DRY STRAW	2 TONS/ACRE	TEMPORARY COVER IN SEEDED AREAS
DRY HAY	2-1/2 TONS/ACRE	
WOOD CELLULOSE MULCH OR WOOD PULP FIBER	500 LB/ACRE	HYDRAULIC APPLICATIONS (REQUIRES STRAW OR HAY APPLICATION NOTED ABOVE FOLLOWING HYDRAULIC SEEDING)
WOOD CELLULOSE OR WOOD PULP FIBER W/ TACKIFIER	1,000 LB/ACRE	USE FOR HYDRAULIC SEEDING ON SLOPES 3/4:1 AND GREATER
SERICEA LESPEDEZA HAY (CONTAINING MATURE SEED)	3 TONS/ACRE	USE ON AREAS WHERE SERICEA LESPEDEZA IS MAY BE ESTABLISHED
GRAIN STRAW	4" TO 6"	FOR AREAS WHERE ORNAMENTALS OR GROUND COVERS ARE PLANTED AND NO LANDSCAPE/TREE REPLACEMENT PLANS HAVE BEEN PREPARED THAT SPECIFY OTHERWISE. REQUIRES ADVANCE APPROVAL OF OWNER. NOT APPROPRIATE FOR GRASS SEEDING APPLICATIONS.
GRASS HAY	4" TO 6"	
PINE NEEDLES	3" TO 5"	
CHIPPED WOOD MULCH	4" TO 6"	
PINE BARK	4" TO 6"	



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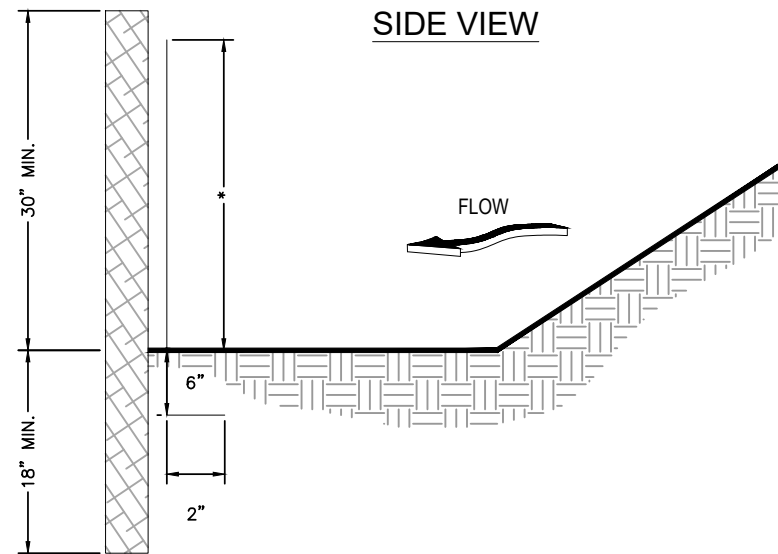
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EROSION  
 CONTROL DETAILS

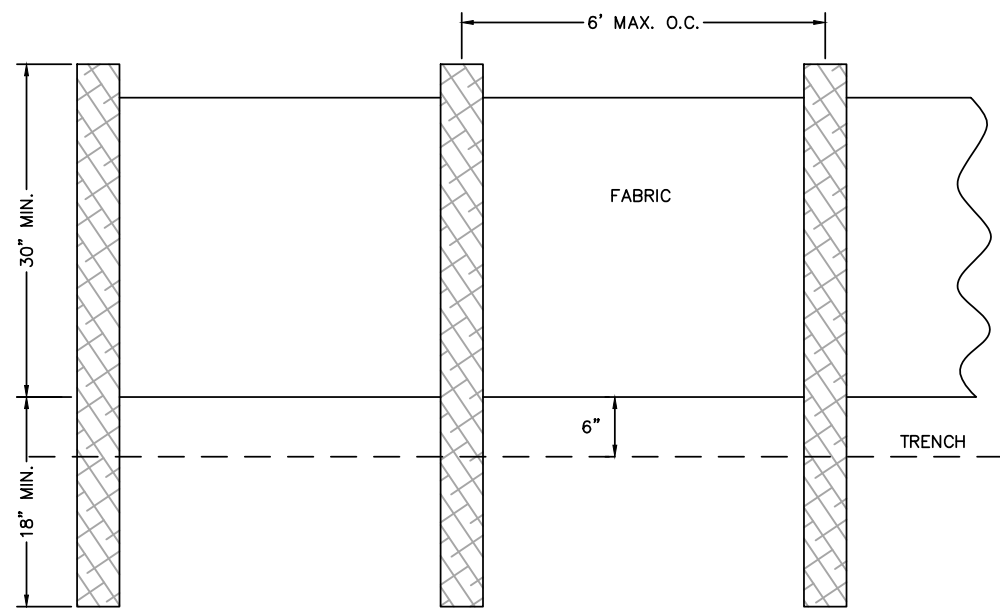
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**SIDE VIEW**



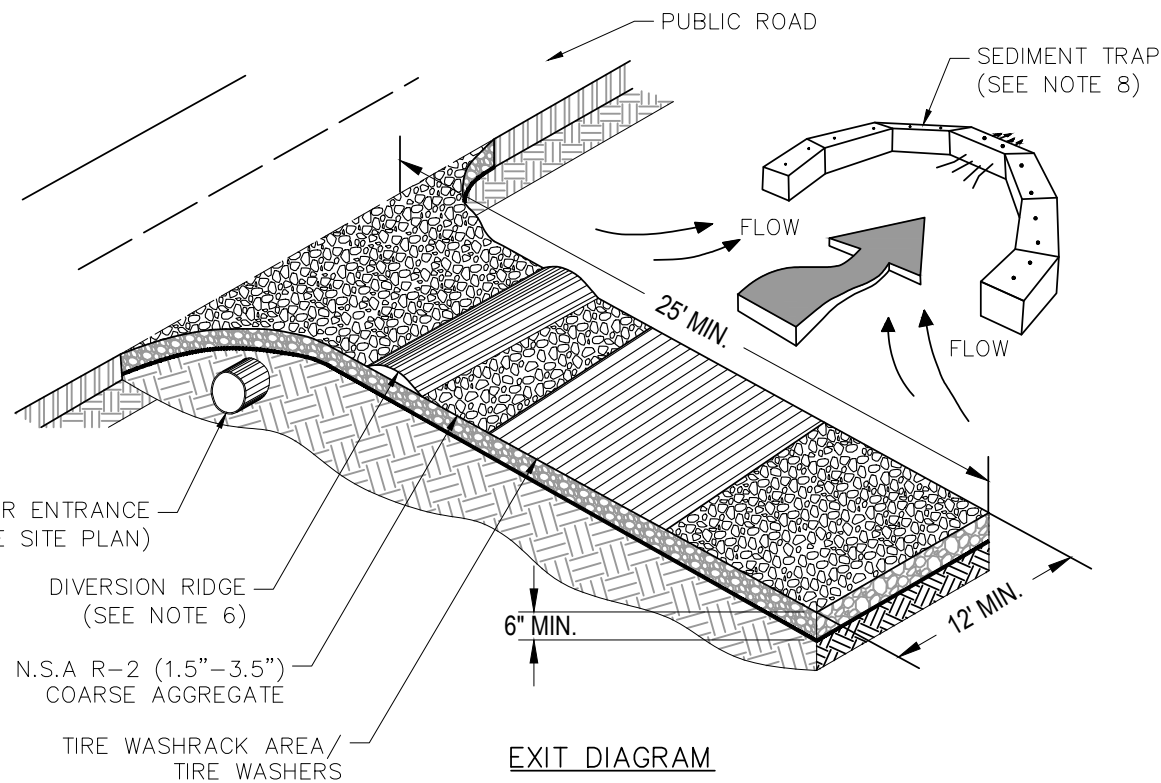
**FRONT VIEW**

**NOTES:**

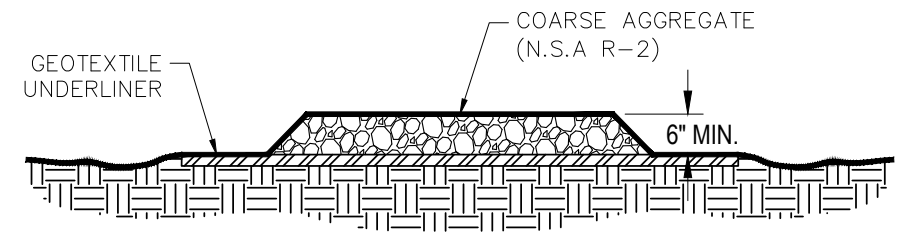
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (\*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Sd1-NS

**SILT FENCE - TYPE NONSENSITIVE (TYPE A & B)**  
NOT TO SCALE



**EXIT DIAGRAM**



**ENTRANCE ELEVATION**

**NOTES:**

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

Co

**CRUSHED STONE CONSTRUCTION EXIT**  
NOT TO SCALE



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Peachtree Corners, GA 30092

SEAL:



PROJECT:

**EMORY UNIVERSITY  
GA565**  
LOCATED AT:  
538 BURLINGTON RD NE  
ATLANTA, GA 30307

APPROVALS

CARRIER \_\_\_\_\_  
LANDLORD \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
TITLE: \_\_\_\_\_

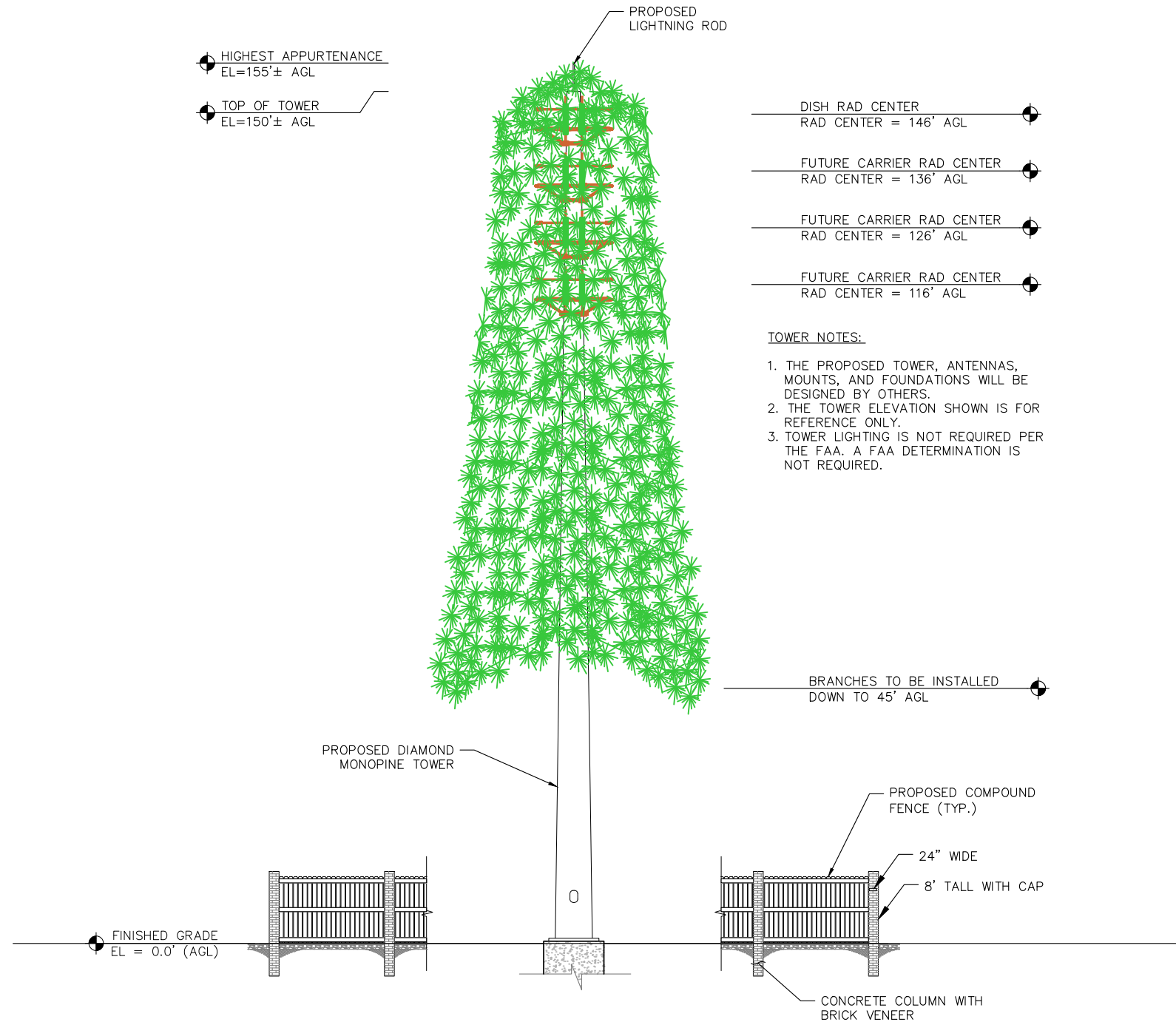
EROSION CONTROL DETAILS

SHEET NUMBER: \_\_\_\_\_ Z-9 \_\_\_\_\_  
JOB/FILE NUMBER: \_\_\_\_\_ 1398.007 \_\_\_\_\_



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- NOTES:  
 TOWER COLOR CODING  
 - BRANCHES: GREEN  
 - ANTENNA MOUNT: PAINTED BROWN  
 - PROPOSED ANTENNAS: COVERED WITH GREEN "ANTENNA SOCKS" FOR CAMOUFLAGING  
 - POLE COLOR: PAINTED BROWN



**TOWER ELEVATION**  
 NOT TO SCALE



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APPROVALS

CARRIER \_\_\_\_\_  
 LANDLORD \_\_\_\_\_  
 LEASING \_\_\_\_\_  
 CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

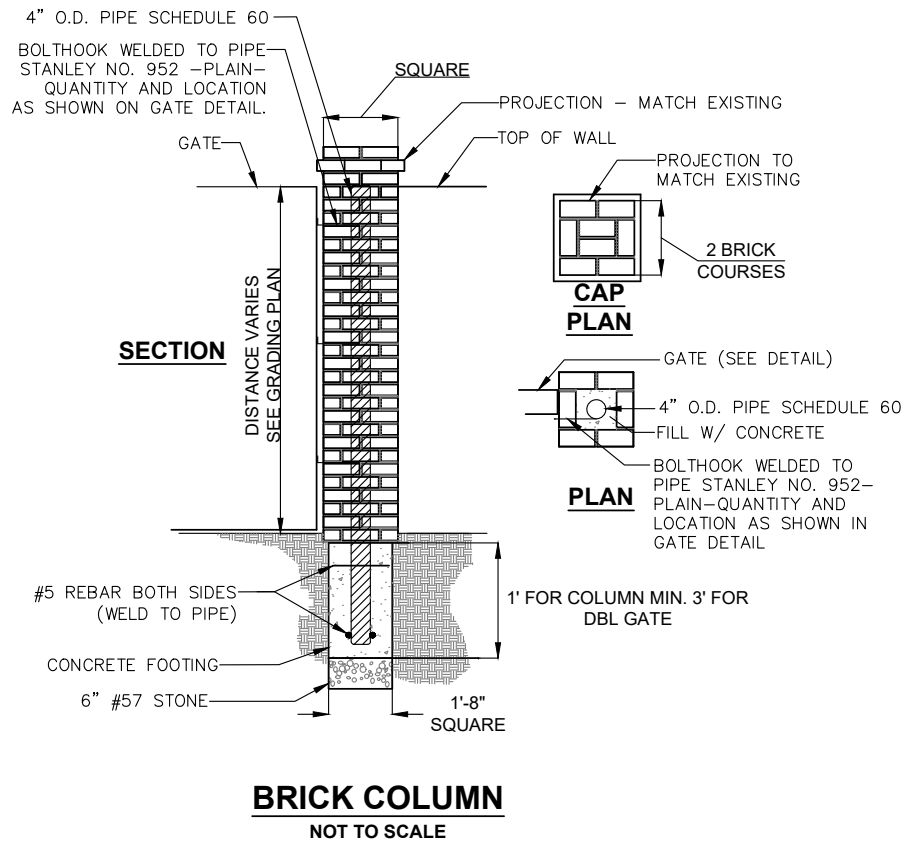
ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_  
 PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
 DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
 DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
 TITLE: \_\_\_\_\_

TOWER ELEVATION

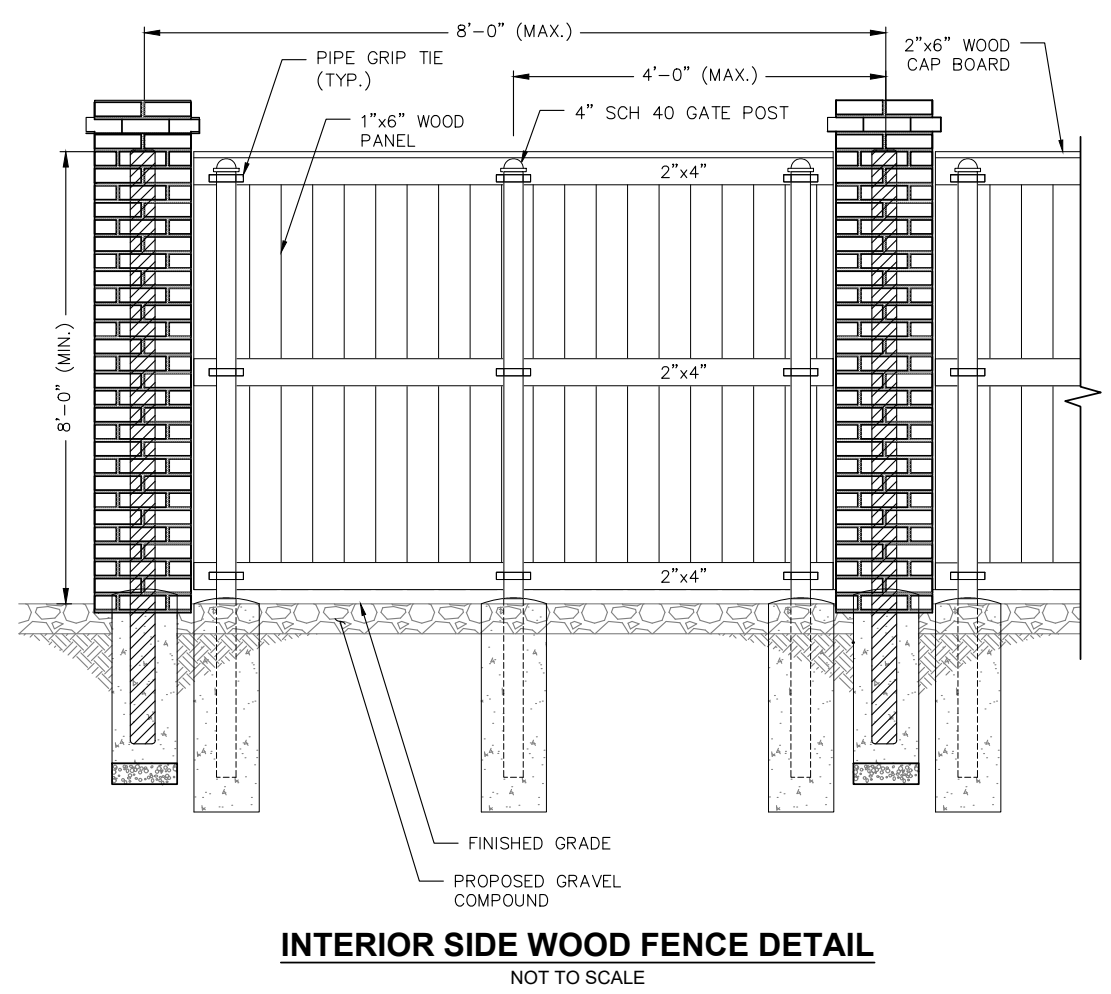
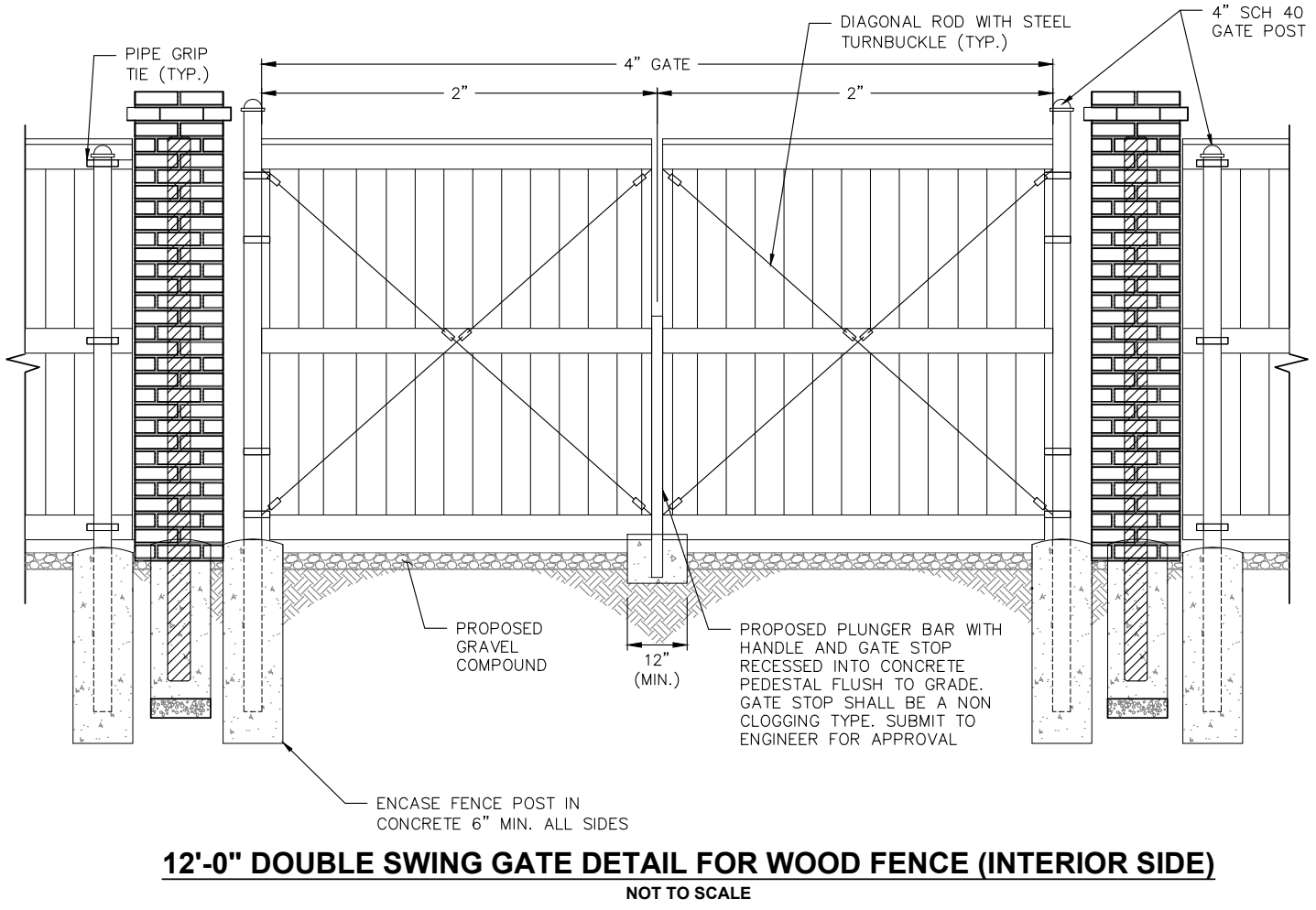
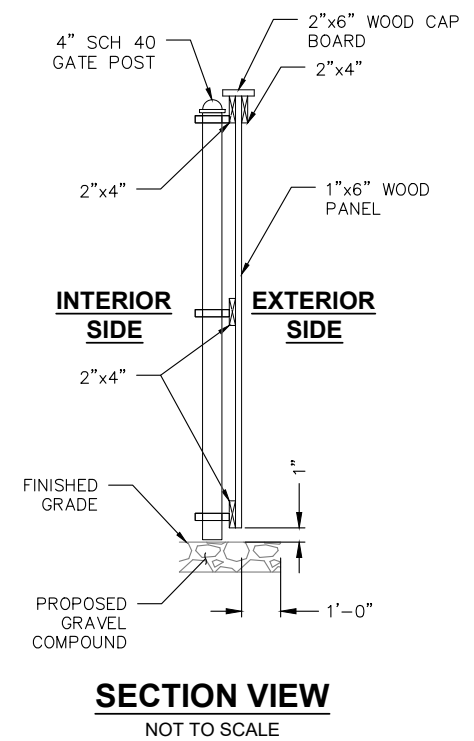
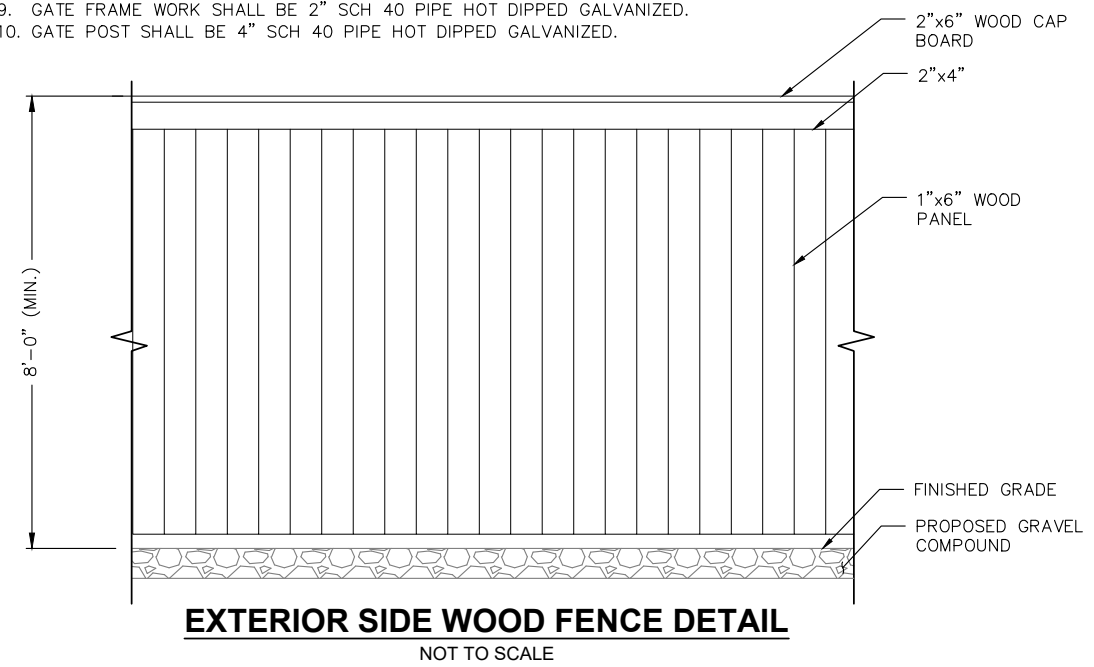
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JOB/FILE NUMBER: \_\_\_\_\_ 1398.007

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- TYPICAL WOOD FENCING NOTES:**
1. FENCE CONSTRUCTION TO BE CONDUCTED IN ACCORDANCE WITH LOCAL DESIGN.
  2. ALL LUMBER SHALL BE PRESSURE TREATED.
  3. ALL HARDWARE SHALL BE HOT DIP GALVANIZED. NO PLATED MATERIAL SHALL BE ALLOWED.
  4. WOOD SLATS SHALL BE PINE.
  5. PRIVACY FENCE FRAME WORK SHALL BE 2"x4".
  6. FENCE TO BE NATURAL BROWN IN COLOR.
  7. LINE POST SHALL BE 2" SCH 40 PIPE HOT DIPPED GALVANIZED.
  8. TERMINAL POST SHALL BE 3" SCH 40 PIPE HOT DIPPED GALVANIZED.
  9. GATE FRAME WORK SHALL BE 2" SCH 40 PIPE HOT DIPPED GALVANIZED.
  10. GATE POST SHALL BE 4" SCH 40 PIPE HOT DIPPED GALVANIZED.



**FORESITE group**

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PROJECT:

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ATLANTA, GA 30307

APPROVALS

CARRIER	_____
LANDLORD	_____
LEASING	_____
CONSTRUCTION	_____
REVISIONS	DATE

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
TITLE: \_\_\_\_\_

**WOOD FENCE DETAILS**

SHEET NUMBER: \_\_\_\_\_ Z-11 \_\_\_\_\_  
JOB/FILE NUMBER: \_\_\_\_\_ 1398.007 \_\_\_\_\_



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ELECTRICAL INSTALLATION NOTES

- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
- ALL ELECTRICAL EQUIPMENT AND ACCESSORIES SHALL BE U.L. APPROVED OR LISTED.
- CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
- WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
- ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
- EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NE & OSHA.
- ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (IE., PANELBOARD AND CIRCUIT ID'S).
- PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
- POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 OR XHHW-2, STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
- POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE USE-2 CABLE (314 AWG OR LARGER), 600 V, OIL RESISTANT RHW-2 OR XHHW-2, STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
- ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 90°C.
- RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
- ELECTRICAL METALLIC TUBING (EMT) OR RIGID METALLIC CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
- ELECTRICAL METALLIC TUBING (EMT) OR RIGID METALLIC CONDUIT (RMC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
- RIGID NON-METALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR IN AREAS OF HEAVY VEHICLE TRAFFIC, GALVANIZED RIGID CONDUIT SHALL BE USED.
- ALL OUTDOOR EXPOSED CONDUIT SHALL BE RMC AND SHALL BE SUPPORTED ADEQUATELY.
- LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LTMC) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED. LFMC SHALL CONFORM TO NEC ARTICLE 350.
- CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
- CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
- WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
- EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- NON-METALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
- CONTRACTOR SHALL APPLY FOR ELECTRICAL SERVICE AS SOON AS POSSIBLE AND COORDINATE REQUIREMENTS, SERVICE ROUTING, AND METER SOCKET TYPE WITH LOCAL POWER COMPANY.

ELECTRICAL INSTALLATION NOTES (CONT.)

- CONTRACTOR SHALL APPLY FOR TELEPHONE SERVICE AS SOON AS POSSIBLE AND COORDINATE REQUIREMENTS AND SERVICE ROUTING WITH TELEPHONE COMPANY.
- CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY PERMIT FEES, AND SCHEDULE INSPECTIONS.
- ALL SAFETY SWITCHES SHALL BE NEMA 1 FOR INDOOR, NEMA 3R FOR OUTDOOR, UL LISTED 200K SCCR RATED, REJECTION TYPE, WITH RK1 FUSES. FUSES SHALL HAVE AN AIR OF 200K AND SHALL HAVE A LIMITING RATING AS SHOWN IN THESE DRAWINGS. EQUIPMENT AND ACCESSORIES SHALL BE RATED FOR 75 DEGREES CELSIUS OR HIGHER.
- ALL LOAD CENTERS SHALL BE 42 SPACE UNLESS NOTED OTHERWISE, NEMA 1 FOR INDOOR, NEMA 3R FOR OUTDOOR, MCB WITH CONVERTIBLE MAINS, UL LISTED 22K IA OR HIGHER SCCR, WITH 22K AIR BREAKERS, BREAKERS AND LOAD CENTER SHALL BE RATED FOR 75 DEGREES CELSIUS OR HIGHER. BREAKERS SHALL HAVE A LIMITING RATING AS SPECIFIED ON THESE DRAWINGS.
- CONTRACTOR SHALL LABEL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEC 110.16 AND 110.24.
- CONTRACTOR SHALL VERIFY THAT THE MAIN BONDING JUMPER AND GROUNDING ELECTRODE CONDUCTOR IS INSTALLED PROPERLY AT SERVICE ENTRANCE.
- CONTRACTOR SHALL SEAL AROUND ALL CONDUIT PENETRATIONS TO PREVENT MOISTURE PENETRATION OR VERMIN INFESTATIONS.
- DURING TRENCH BACK-FILLING FOR EACH UNDERGROUND ELECTRICAL, TELEPHONE, SIGNAL AND COMMUNICATIONS LINE, PROVIDE A CONTINUOUS UNDERGROUND WARNING TAPE TWELVE INCHES BELOW FINISHED GRADE.

GROUNDING NOTES

- ALL GROUNDING CONNECTIONS SHALL BE MADE USING EXOTHERMIC WELDING PROCESS (CAD WELD OR EQUAL) EXCEPT FOR EQUIPMENT THAT MAY BE MECHANICALLY FASTENED. ALL LUGS SHALL BE TWO HOLE, LONG BARREL TYPE, FOR COPPER, UNLESS OTHERWISE NOTED.
- ALL GROUND RODS SHALL BE INSTALLED AT 30" BELOW GRADE PER MANUFACTURER'S SPECIFICATIONS. UNDERGROUND GROUNDING CONDUCTORS SHALL BE 30" BELOW GRADE.
- ALL EXTERIOR GROUND CONDUCTORS SHALL BE MIN. #2 AWG SOLID TINNED BARE COPPER WIRE. EQUIPMENT GROUND CONDUCTORS SHALL BE MIN. #6 GREEN INSULATED, UNLESS OTHERWISE NOTED.
- GROUND RODS FOR GROUND RING SHALL BE SPACED AT BETWEEN 2 x LENGTH OF ROD (MIN.) AND 2.5 x LENGTH OF ROD (MAX.) TO MAXIMIZE EFFICIENCY.
- ANY METAL OBJECT WITHIN 6 FEET OF THE TOWER OR EQUIPMENT GROUND RING SHALL BE BONDED DIRECTLY TO THE RING.
- THE MINIMUM BENDING RADIUS FOR ALL GROUNDING CONDUCTORS #6 AWG OR LARGER SHALL BE 24".
- ALL ABOVE GRADE GROUND CONDUCTORS SHALL BE ROUTED DOWNWARD TOWARD EARTH AND HORIZONTAL ONLY WHERE NECESSARY.
- ALL CONDUCTORS SHALL BE ROUTED SUCH THAT THERE ARE NO INCLUDED ANGLES OF LESS THAN 90 DEGREES.
- PRIOR TO CONNECTING TO UTILITY, THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A RECOMMENDED TEST RESULT OF 5 OHMS OR LESS INDEPENDENT OF UTILITY GROUND.
- ALL GROUNDING SHALL COMPLY WITH THE N.E.C. AND UL96A LIGHTNING PROTECTION STANDARD.
- ALL GROUNDING COMPONENTS SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
- ANY METAL CONDUIT MOUNTED ON THE TOWER SHALL BE BONDED TO THE TOWER AT EACH END.
- ALL EXPOSED GROUNDING SHALL BE IN NON-METALLIC FLEX CONDUIT AND SECURED AS NECESSARY.
- WHEN BONDING TO EQUIPMENT, REMOVE PAINT TO BARE STEEL AND PROTECT WITH A COATING OF NO-OX.
- APPROVED ANTIOXIDANT COATINGS SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- BOND ICE BRIDGE SECTIONS TOGETHER EXOTHERMICALLY OR WITH 2 HOLE LUGS. BOND ICE BRIDGE TO SUPPORT POSTS.
- THESE NOTES ARE NOT ALL-ENCOMPASSING. REFER TO CARRIER/TOWER OWNER FOR COMPLETE GROUNDING GUIDELINES.



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SEAL:



PROJECT:

**EMORY  
UNIVERSITY  
GA565**

LOCATED AT:  
538 BURLINGTON RD NE  
ATLANTA, GA 30307

APPROVALS

CARRIER \_\_\_\_\_

LANDLORD \_\_\_\_\_

LEASING \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_

REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_

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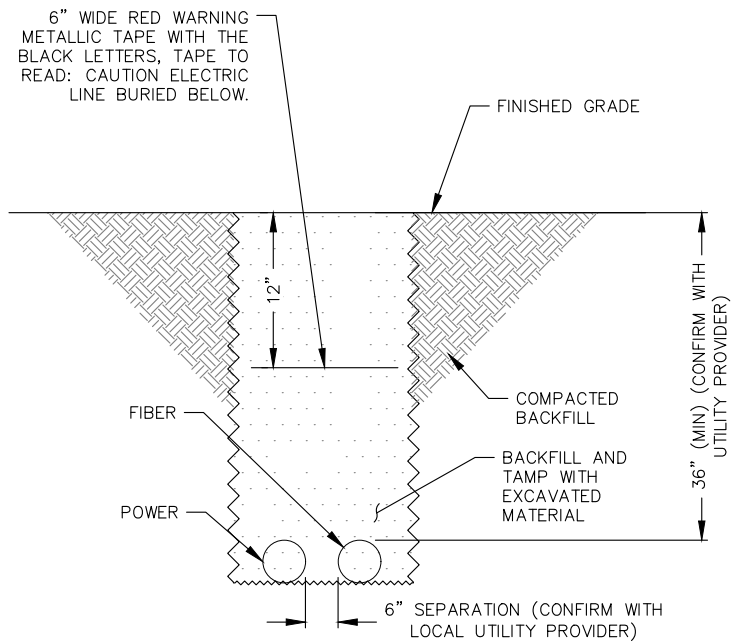
ELECTRICAL NOTES

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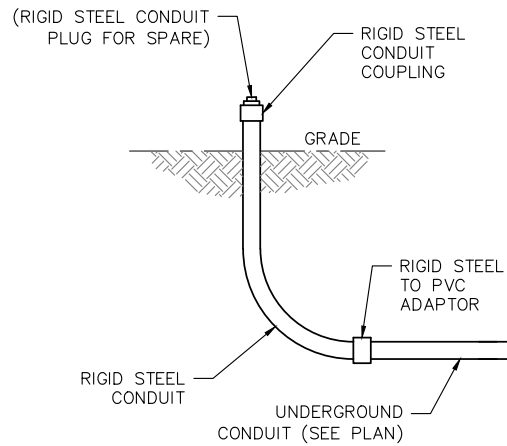
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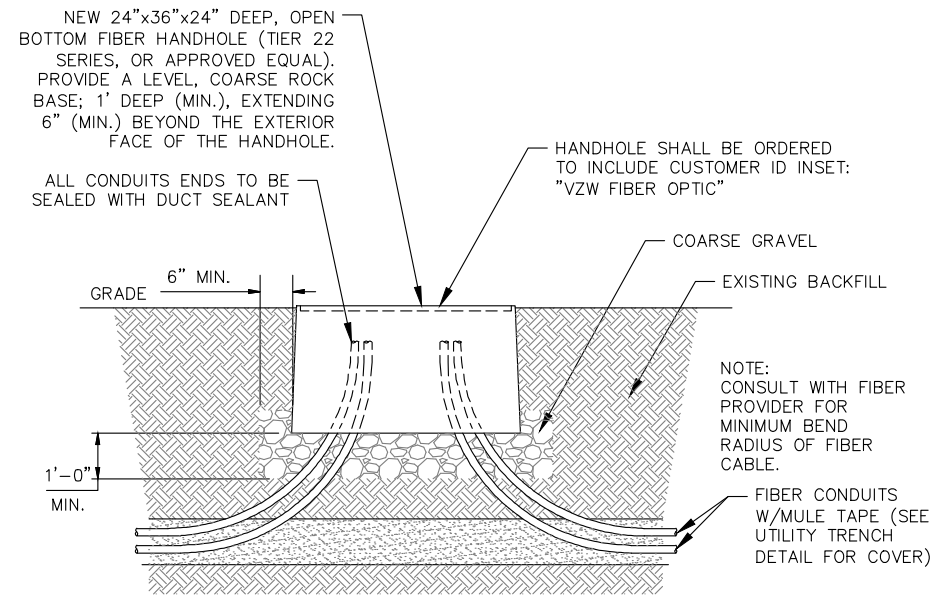
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**UTILITY TRENCH DETAIL**  
NOT TO SCALE



**UNDERGROUND CONDUIT STUB-UP**  
NOT TO SCALE



**FIBER HANDHOLE DETAIL**  
NOT TO SCALE



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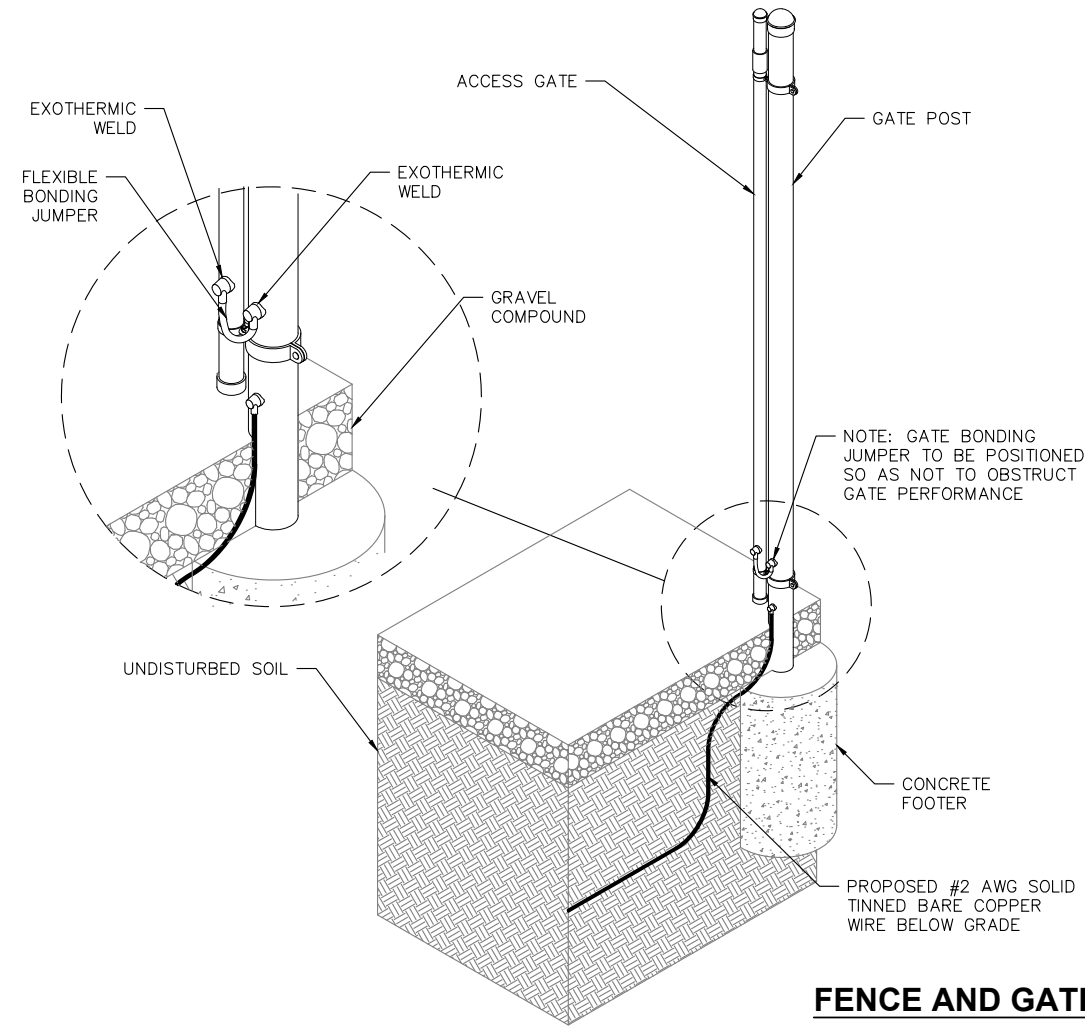
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PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
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TITLE: \_\_\_\_\_

CONDUIT DETAILS

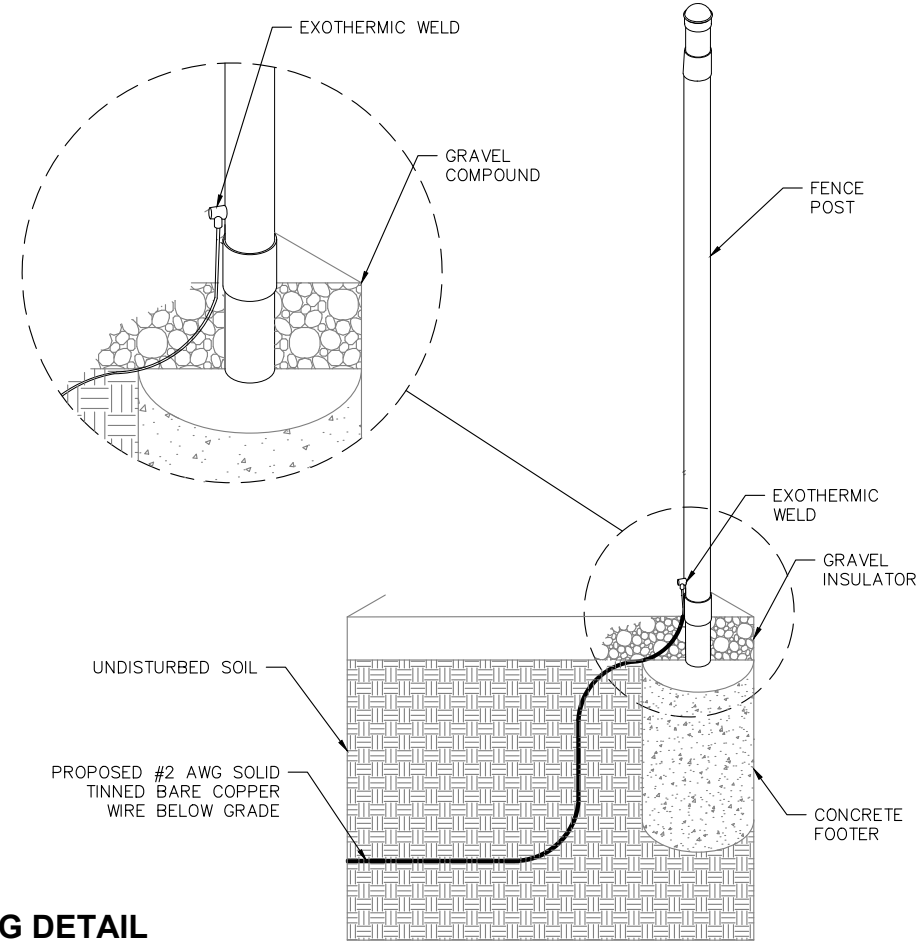
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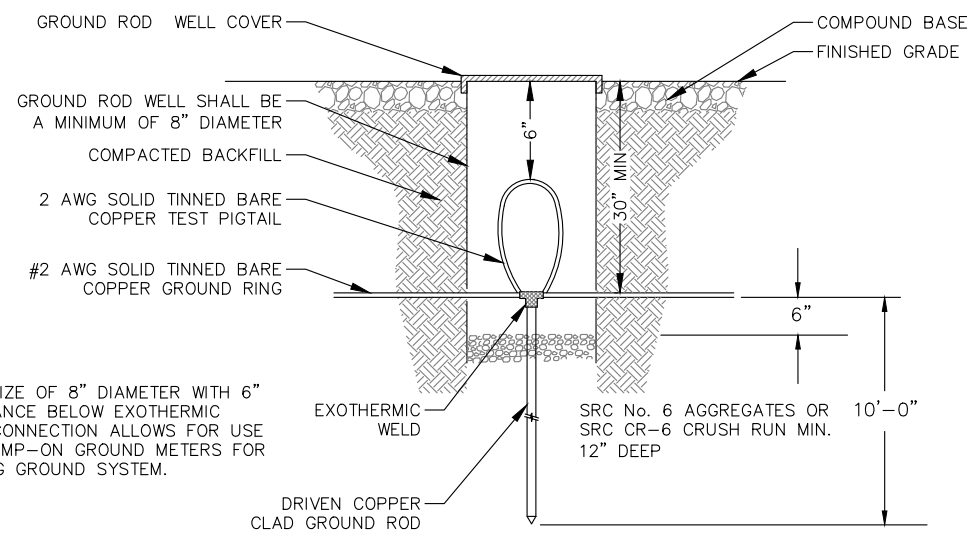
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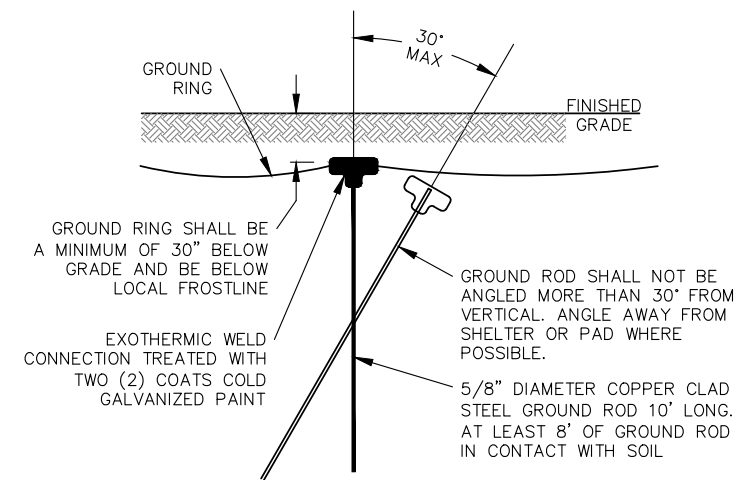
**FENCE AND GATE GROUNDING DETAIL**  
NOT TO SCALE



**GROUND ROD DETAIL**  
NOT TO SCALE



**GROUND ROD TEST WELL DETAIL**  
NOT TO SCALE



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PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
TITLE: \_\_\_\_\_

GROUNDING DETAILS

SHEET NUMBER: Z-15

JOB/FILE NUMBER: 1398.007

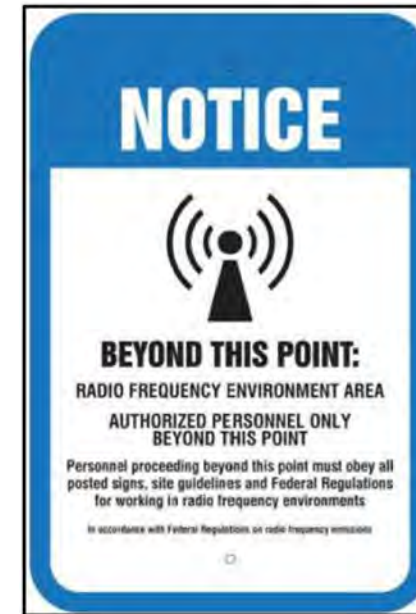
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OWNER CONTACT SIGN  
WHITE/GREEN BACKGROUND, BLACK/RED LETTERING.  
MOUNTING LOCATION: GATE  
QUANTITY: 2



FCC REGISTRATION SIGN  
WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING.  
MOUNTING LOCATION: GATE & BASE OF TOWER.  
QUANTITY: 2



NOTICE RF SIGN (BLUE)  
WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING.  
MOUNTING LOCATION: GATE & CENTERLINE OF FENCING  
AROUND SITE. (QTY: 4)  
WHERE ACCESS GATE INSTALLED (QTY: 5)



AUTHORIZED PERSONNEL SIGN  
WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING.  
MOUNTING LOCATION: GATE & BASE OF TOWER.  
QUANTITY: 1  
WHERE ACCESS GATE INSTALLED (QTY: 2)



DANGER NO TRESPASSING SIGN  
WHITE/BLACK BACKGROUND, WHITE/BLACK LETTERING.  
MOUNTING LOCATION: GATE & BASE OF TOWER.  
QUANTITY: 1  
WHERE ACCESS GATE INSTALLED (QTY: 2)



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CONSTRUCTION \_\_\_\_\_  
REVISIONS \_\_\_\_\_ DATE \_\_\_\_\_

ISSUED FOR: \_\_\_\_\_ ZONING \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_ MRS \_\_\_\_\_  
DRAWING BY: \_\_\_\_\_ JAH \_\_\_\_\_  
DATE: \_\_\_\_\_ 06/13/2025 \_\_\_\_\_  
TITLE: \_\_\_\_\_

SITE SIGNAGE  
SHEET NUMBER: \_\_\_\_\_ Z-16  
JOB/FILE NUMBER: \_\_\_\_\_ 1398.007



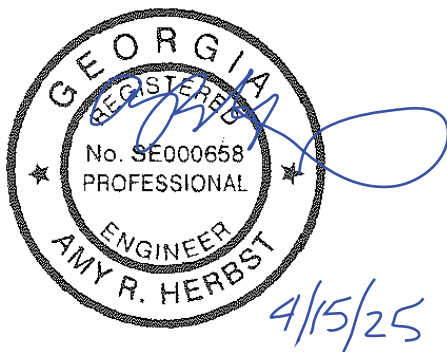
**Structural Design Report**  
150' Monopine  
Site: Emory University, GA  
Site Number: GA565

Prepared for: DIAMOND COMMUNICATIONS LLC  
by: Sabre Industries™

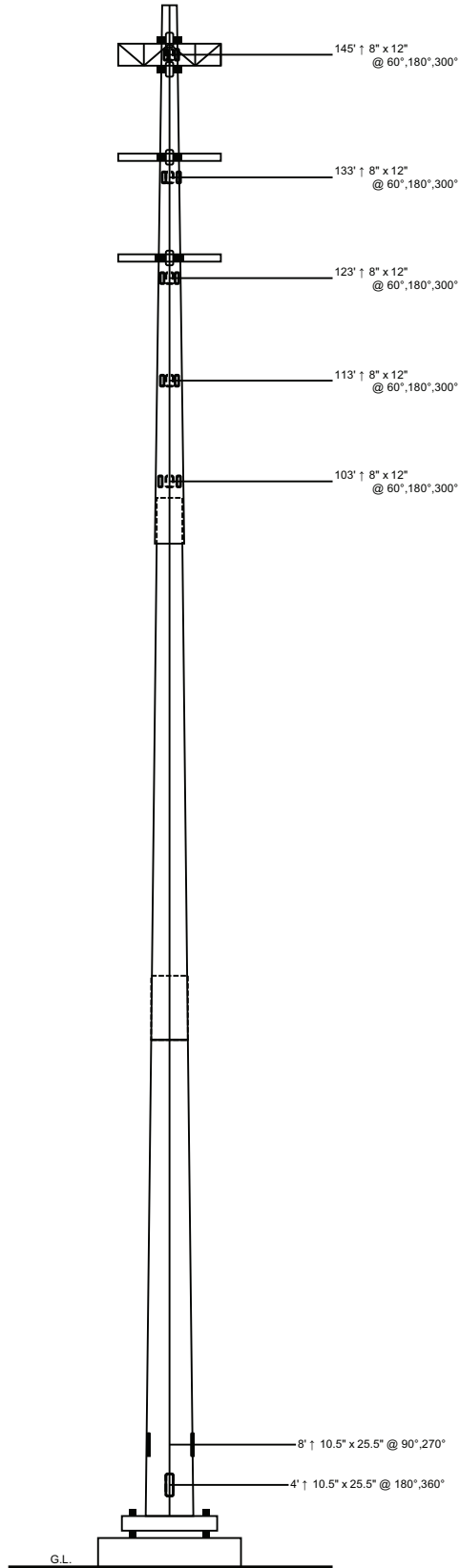
Job Number: 24-2488-JDS-R2

April 15, 2025

<b>Monopole Profile.....</b>	<b>1</b>
<b>Foundation Design Summary (Preliminary) (Option 1).....</b>	<b>2</b>
<b>Foundation Design Summary (Preliminary) (Option 2).....</b>	<b>3</b>
<b>Pole Calculations.....</b>	<b>4-26</b>
<b>Foundation Calculations.....</b>	<b>27-36</b>



Length (ft)	53'-3"	53'-6"	53'-0"
Number Of Sides	18	18	18
Thickness (in)	1/2"	3/8"	1/4"
Lap Splice (ft)	6'-3"	4'-6"	4'-6"
Top Diameter (in)	42.64"	31.11"	19"
Bottom Diameter (in)	56.49"	45.02"	32.78"
Taper (in/ft)		0.26	
Grade		A572-65	
Weight (lbs)	16876	8670	4534
Overall Steel Height (ft)	149		



### Designed Appurtenance Loading

Elev	Description	Tx-Line
145	3V-Boom - 10ft Face - 3ft Standoff	
145	(1) 25,000 sq. in. (8000 lbs) (below top)	(12) 1 5/8"
135	3T-Arm - 10' Face - 3' Standoff	
135	(1) 30,000 Sq. Inches 8,000# (below top)	(12) 1 5/8"
125	3T-Arm - 10' Face - 3' Standoff	
125	(1) 15,000 sq. in. (3000 lbs) (below top)	(6) 1 5/8"

### Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	107 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	B
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	976 ft
Seismic Importance Factor, I <sub>e</sub>	1.00
0.2-sec Spectral Response, S <sub>s</sub>	0.184 g
1-sec Spectral Response, S <sub>1</sub>	0.085 g
Site Class	D (DEFAULT)
Seismic Design Category	C
Basic Seismic Force-Resisting System	Telecommunication Tower (Pole: Steel)

### Limit State Load Combination Reactions

Load Combination	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
1.2 D + 1.0 W <sub>o</sub>	75.91	53.4	5930.94	11.75	8.88
0.9 D + 1.0 W <sub>o</sub>	56.97	53.34	5810.68	11.38	8.55
1.2 D + 1.0 D <sub>i</sub> + 1.0 W <sub>i</sub>	136.34	6.64	826.82	1.81	1.4
1.2 D + 1.0 E <sub>v</sub> + 1.0 E <sub>h</sub>	78.29	1.89	264.73	0.64	0.51
0.9 D - 1.0 E <sub>v</sub> + 1.0 E <sub>h</sub>	54.39	1.89	256.6	0.61	0.48
1.0 D + 1.0 W <sub>o</sub> (Service @ 60 mph)	63.26	15.01	1655.59	3.32	2.48

### Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	69.25"	2.5"	63.5"	20	2.25"

### Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2422	A615-75	Galv

### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 International Building Code.
- 5) Full Height Step Bolts
- 6) Tower Rating: 99.3%
- 7) This structure has been designed to support pine tree branches starting at the 45' elevation to an overall height of 155'.

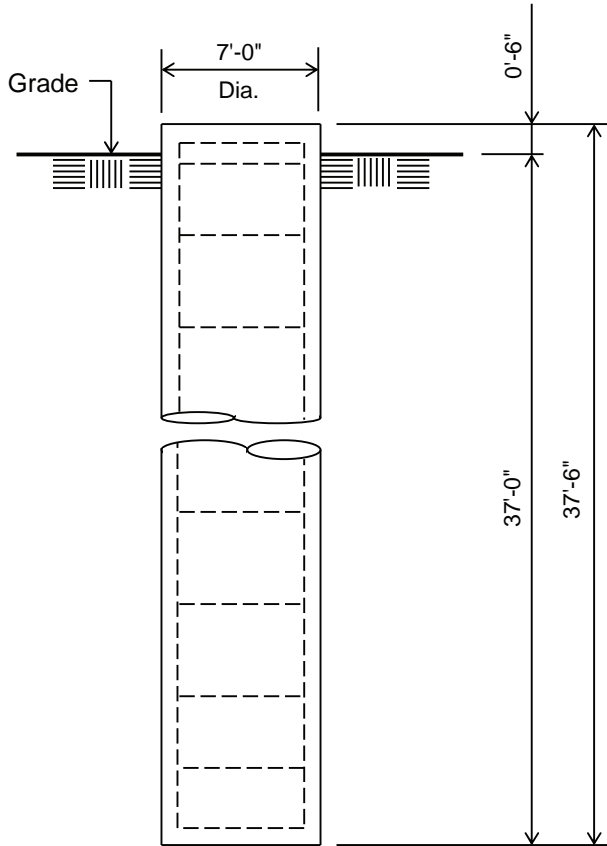
 <p><b>Sabre Industries</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p> <p><small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small></p>	Job:	<b>24-2488-JDS-R2</b>
	Customer:	DIAMOND COMMUNICATIONS LLC
	Site Name:	Emory University, GA GA565
	Description:	150' Monopine
	Date:	4/15/2025

**Customer: DIAMOND COMMUNICATIONS LLC**

**Site: Emory University, GA GA565**

150' Monopine

**PRELIMINARY -NOT FOR CONSTRUCTION-**



**ELEVATION VIEW**

(53.45 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

<b>Rebar Schedule for Pier</b>	
Pier	(36) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 8" C/C

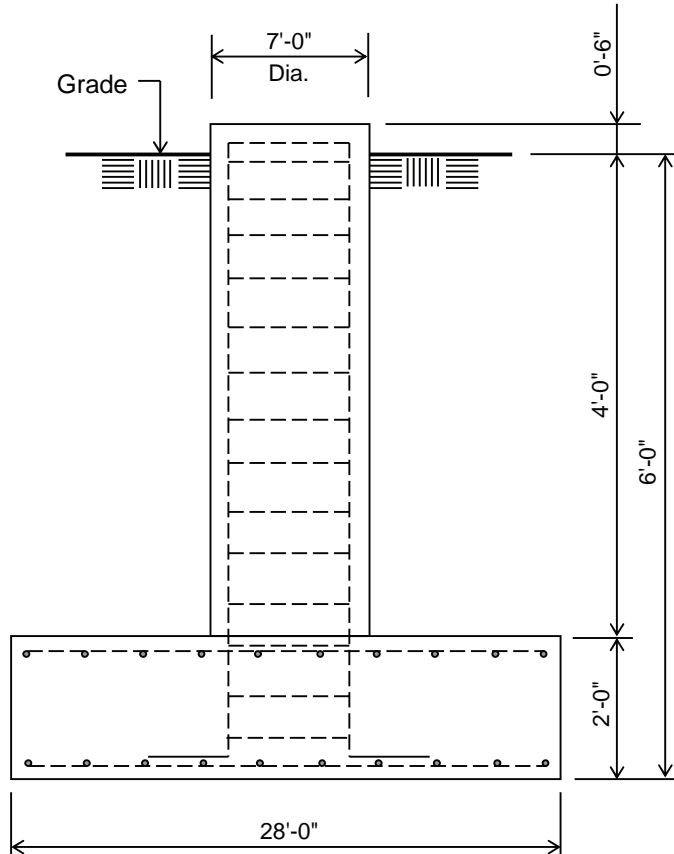


**Customer: DIAMOND COMMUNICATIONS LLC**

**Site: Emory University, GA GA565**

150' Monopine

**PRELIMINARY -NOT FOR CONSTRUCTION-**



**ELEVATION VIEW**

(64.49 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4 ft of soil cover is required over the entire area of the foundation slab.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pad and Pier	
Pier	(38) #9 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(38) #10 horizontal rebar evenly spaced each way top and bottom (152 total)

**IBC 1807.3.2.1**

Moment (ft·k)	5,930.94	
Shear (k)	53.40	
Caisson diameter (ft)	7	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	31	
Lateral soil pressure (lb/ft <sup>2</sup> )	300.00	
Ground to application of force, h (ft)	111.57	
Applied lateral force, P (lb)	53,400	
Lateral soil bearing pressure, S <sub>1</sub> (lb/ft)	3,100.00	
Diameter, b (ft)	7	
A	5.76	$= (2.34P)/(S_1 b)$
Minimum depth of embedment, d (ft)	29.50	$= 0.5A [ 1 + ( 1 + ( 4.36h / A ) )^{1/2} ]$

**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES**

150' Monopine DIAMOND COMMUNICATIONS LLC Emory University, GA (24-2488-JDS-R2) 04/15/25 ARH

**Overall Loads:**

Factored Moment (ft-kips)	5930.94
Factored Axial (kips)	75.91
Factored Shear (kips)	53.40
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	28
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	20
Bolt Circle Diameter (in)	63.5
Effective Anchor	
Bolt Embedment (in)	66.5
Diameter of Pier (ft)	7
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	38
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in <sup>2</sup> )	48.14
Spacing of Bars in Mat (in)	8.88
Quantity of Bars Pier	38
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	4
Area of Bars in Pier (in <sup>2</sup> )	37.97
Spacing of Bars in Pier (in)	6.25
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Max. Net Bearing Press. (ksf)	3.38
Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing Φs	0.75

Minimum Pier Diameter (ft)	7.00
Equivalent Square b (ft)	6.20
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
--------------------------	---------

Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	27.71
Recommended Spacing (in)	5 to 12

Volume of Concrete (yd <sup>3</sup> )	64.49
---------------------------------------	-------

**Two-Way Shear Action:**

Average d (in)	19.73
φv <sub>c</sub> (ksi)	0.201
φv <sub>c</sub> = φ(2 + 4/β <sub>c</sub> )f' <sub>c</sub> <sup>1/2</sup>	0.302
φv <sub>c</sub> = φ(α <sub>s</sub> d/b <sub>o</sub> + 2)f' <sub>c</sub> <sup>1/2</sup>	0.206
φv <sub>c</sub> = φ4f' <sub>c</sub> <sup>1/2</sup>	0.201
Shear perimeter, b <sub>o</sub> (in)	376.69
β <sub>c</sub>	1

v <sub>u</sub> (ksi)	0.136
----------------------	-------

J (in <sup>3</sup> )	1.111E+07
c + d (in)	94.17
0.40M <sub>sc</sub> (ft-kips)	2468.5

**One-Way Shear:**

φV <sub>c</sub> (kips)	667.1
------------------------	-------

V <sub>u</sub> (kips)	404.5
-----------------------	-------

**Stability:**

Overturning Design Strength (ft-k)	8221.0
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Total Applied M (ft-k)	6278.0
------------------------	--------

**Pier-Slab Transfer by Flexure:**

$b_{slab}$ (ft)	13.00		
$\phi M_n$ (ft-kips)	3742.6	$0.60M_{sc}$ (ft-kips)	3702.7

**Pier Design:**

$\phi V_n$ (kips)	1035.8	$V_u$ (kips)	53.4
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	571.9		
$V_s$ (kips)	618.5	$*** V_s \max = 4 f'_c{}^{1/2} b_w d$ (kips)	1514.7
Maximum Spacing (in)	8.71	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development $l_{dh}$ (in) - Tension	14.12
		Req'd Hook Development $l_{dc}$ (in) - Compression	15.23

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4030.5	$M_u$ (ft-kips)	3058.0
$a$ (in)	2.25		
Steel Ratio	0.00726		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	123.00	Required Development in Pad (in)	34.08

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtuning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1
Anchor Bolt Pullout	1
Anchor Bolt Punching Shear	1

April 15, 2025

Karey Vawter  
Diamond Communications  
210 Mountain Ave., Unit 619  
Springfield, NJ 07081

RE: Proposed 150' Monopine for Emory University, GA (Sabre #24-2488-R2)

Dear Karey,

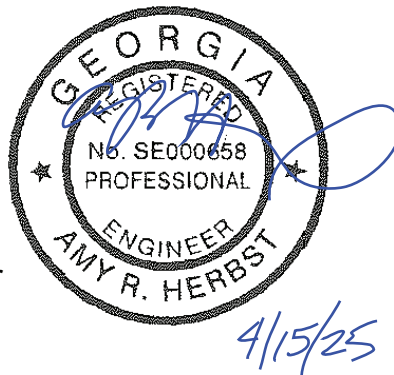
Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 107 mph with no ice and 30 mph w/ 1.5" ice, Risk Category II, Exposure Category B, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "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 monopine 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 monopine shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopine, the monopine will buckle at the location of the highest combined stress ratio within the monopine shaft. This is likely to result in the portion of the monopine above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above referenced monopine designed and manufactured by Sabre Towers & Poles.* This would effectively result in fall radius equal to 12' at ground level.

Sincerely,

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





Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2023-ASO-32196-OE

Issued Date: 01/08/2024

Compliance Dept.-DMP  
Diamond Towers V LLC  
210 Mountain Ave.  
Unit 619  
Springfield, NJ 07081

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Emory Univ GA565  
Location: Atlanta, GA  
Latitude: 33-47-29.88N NAD 83  
Longitude: 84-19-04.48W  
Heights: 977 feet site elevation (SE)  
155 feet above ground level (AGL)  
1132 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 07/08/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO**

**SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.**

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6430, or [kelly.r.nelson@faa.gov](mailto:kelly.r.nelson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-32196-OE.

**Signature Control No: 606302008-609010777**

( DNE )

Kelly Nelson  
Specialist

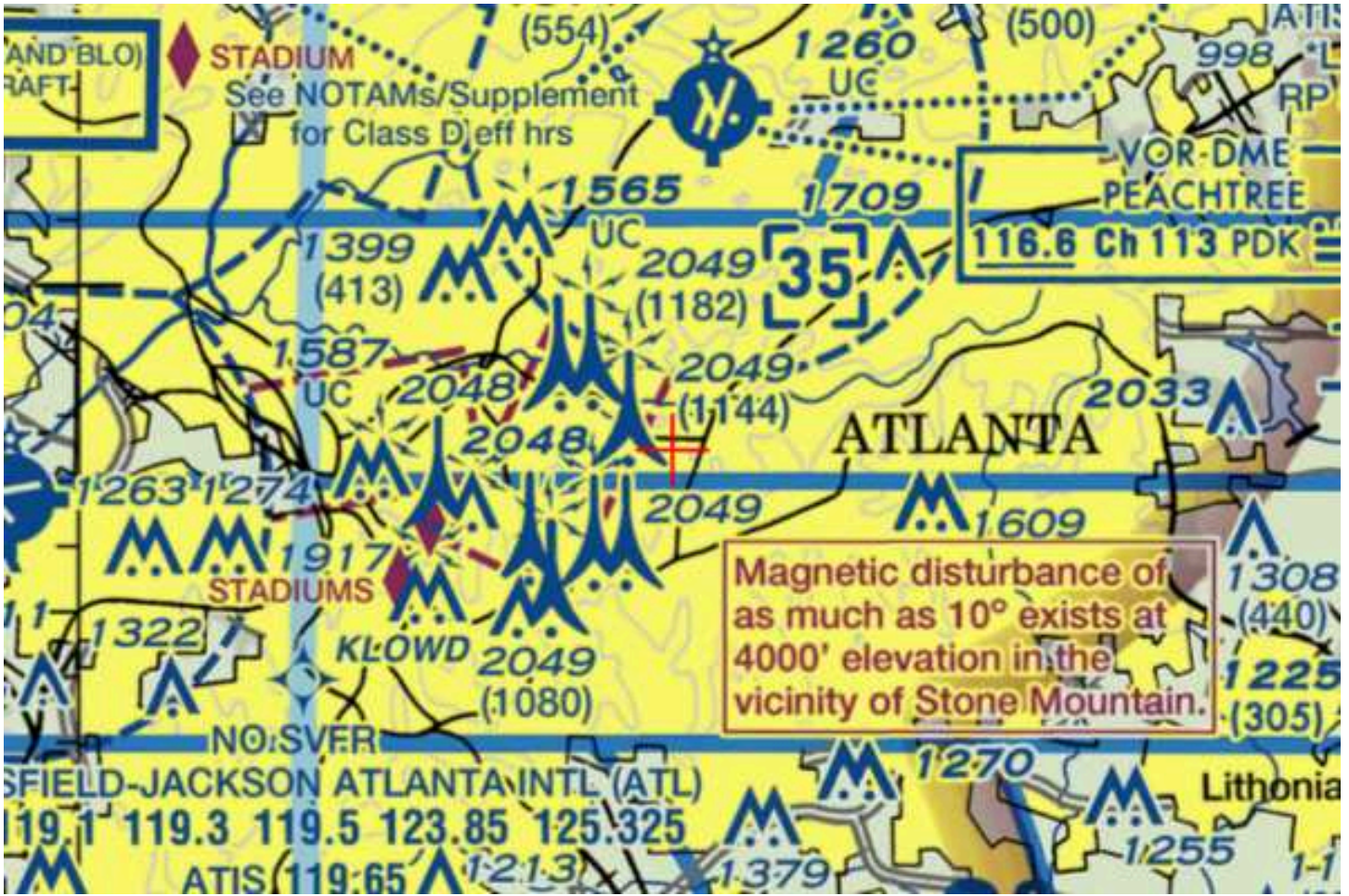
Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

**Frequency Data for ASN 2023-ASO-32196-OE**

<b>LOW FREQUENCY</b>	<b>HIGH FREQUENCY</b>	<b>FREQUENCY UNIT</b>	<b>ERP</b>	<b>ERP UNIT</b>
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W







**Diamond**

Communications

**Emory University GA565**

**538 Burlington Rd NE, Atlanta, GA 30307  
DeKalb County, Georgia**

**150ft Monopine  
Visual Impact Study**



# Emory-GA565 Site Simulation Map



Site

1

5

2

4

3

+ Site  
● Photograph #

Google Earth

landsat / Copernicus





**Diamond**  
Communications LLC

**EMORY UNIVERSITY  
GA565**

538 Burlington Rd, NE Atlanta, GA 30307

**150ft. MONOPINE  
SIMULATION**

View #1 from Ridgewood Drive NE  
approximately 240ft. northeast of site

Existing View







**Diamond**  
Communications LLC

**EMORY UNIVERSITY  
GA565**

538 Burlington Rd, NE Atlanta, GA 30307

**150ft. MONOPINE  
SIMULATION**

View #2 from Ridgewood Drive NE  
approx. 250ft. east-southeast of site

Existing View







**Diamond**  
Communications LLC

**EMORY UNIVERSITY  
GA565**

538 Burlington Rd, NE Atlanta, GA 30307

**150ft. MONOPINE  
SIMULATION**

View #3 from N Decatur Road  
approx. 450ft. south-southeast of site



Existing View





**Diamond**  
Communications LLC

**EMORY UNIVERSITY  
GA565**

538 Burlington Rd, NE Atlanta, GA 30307

**150ft. MONOPINE  
SIMULATION**

View #4 from Gambrell Drive NE  
approximately 400ft. southwest of site

Existing View







**Diamond**  
Communications LLC

**EMORY UNIVERSITY  
GA565**

538 Burlington Rd, NE Atlanta, GA 30307

**150ft. MONOPINE  
SIMULATION**

View #5 from Gambrell Drive NE  
approximately 190ft. west of site



Existing View





# Diamond

Communications

**Existing 150ft Concealed Monopine  
located on the property of Georgia  
Power Company at 1480 South  
Deshon Road, Lithonia, GA 30058**













May 21, 2025

Brandon L. White  
Planning & Zoning Manager, MPA, AICP  
DeKalb County Department of Planning & Sustainability  
178 Sams Street,  
Decatur, GA 30030  
(404) 371-2155

**Re: Diamond Communications, LLC- Site Name: Emory - Site Address: 538 Burlington Road NE, Atlanta, GA 30307 (TMS # 18 053 03 017)- Telecommunications Facility Application- Tower Removal Letter**

Dear Mr. White,

Please accept the signed statement below as confirming Section 4.2.57(J)(3) of the DeKalb County Code of Ordinances:

Diamond Communications, LLC, its successors and assigns, provide this statement declaring itself, its successors and assigns of being financially responsible to assure the proposed communications tower, which is no longer used for communications purposes, will be dismantled and removed within six (6) months after cessation of use following receipt of written notice from DeKalb County.

Please contact me should you have any questions.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Von Rein", is written over a horizontal line.

Scott Von Rein



May 21, 2025

Brandon L. White  
Planning & Zoning Manager, MPA, AICP  
DeKalb County Department of Planning & Sustainability  
178 Sams Street,  
Decatur, GA 30030  
(404) 371-2155

**Re: Diamond Communications, LLC- Site Name: Emory - Site Address: 538  
Burlington Road NE, Atlanta, GA 30307 (TMS # 18 053 03 017)-  
Telecommunications Facility Application- Collocation Policy Letter**

Dear Mr. White,

Please accept the signed statement below to satisfy Section 4.2.57(G)(2)(XI) of the DeKalb County Code of Ordinances:

Diamond Communications, LLC, ensures that the proposed wireless support structure to be at 538 Burlington Road NE, Atlanta, GA 30307 will be made available for collocation to other service providers at commercially reasonable rates, provided space is available.

Please contact me should you have any questions.

Thank you for your attention to this matter.

A handwritten signature in blue ink, appearing to read "Scott Von Rein", is written over a horizontal line.

*Scott Von Rein*



May 21, 2025

Brandon L. White  
Planning & Zoning Manager, MPA, AICP  
DeKalb County Department of Planning & Sustainability  
178 Sams Street,  
Decatur, GA 30030  
(404) 371-2155

**Re: Diamond Communications, LLC- Site Name: Emory - Site Address: 538 Burlington Road NE, Atlanta, GA 30307 (TMS # 18 053 03 017)- Telecommunications Facility Application- Existing Inventory Letter**

Dear Mr. White,

Diamond Communications, LLC, is applying for a Wireless Communication Facility located at 538 Burlington Road NE, Atlanta, GA 30307 (TMS # 18 053 03 017). Diamond Communications, LLC currently does not own, lease, or operate any wireless communications facilities within DeKalb County other than a facility located at 1480 S. Deshon Road, Lithonia, GA 30058 (TMS # 16-126-02-065).

Please contact me should you have any questions.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Von Rein", written over a horizontal line.

Scott Von Rein

May 9, 2025

**VIA EMAIL**

Brandon L. White  
Planning & Zoning Manager, MPA, AICP  
DeKalb County Department of Planning & Sustainability  
330 W. Ponce de Leon Avenue, 3rd Floor  
Decatur, GA 30030

RE: Diamond Communications, LLC- Site Name: Emory University- Site Address: 538 Burlington Rd NE, Atlanta, GA 30307 (TMS # 18-053-03-017)- Telecommunications Facility Application- Code Compliance Letter

Dear Mr. White:

Please accept this as our code compliance letter signed by an engineer licensed in the State of Georgia. The following language, which will be incorporated into the final permit/construction drawings, states our intention that the proposed construction will adhere to applicable codes and regulations:

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

The following codes will be referenced in the final permit/construction drawings:

- INTERNATIONAL BUILDING CODE- 2018 EDITION WITH 2020 AND 2022 GEORGIA AMENDMENTS
- TIA EIA 222-H STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES
- NATIONAL ELECTRICAL CODE- 2020 EDITION WITH GEORGIA STATE AMENDMENTS

Thank you for your time and consideration.

Sincerely,  
**FORESITE GROUP, LLC**

M. Randall Stallings  
Program Manager





**TITLE EXCEPTIONS**

OLD REPUBLIC TITLE INSURANCE COMPANY  
SCHEDULE B - PART II  
REPORT NO: 01-23041760-01S

(1) PLAT OF HOWARD PROPERTY, AS RECORDED ON 09/01/1928 IN PLAT BOOK , PAGE OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON AS THE CURRENT PROPERTY LINES]

(2) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/22/1938, AS BOOK 480, PAGE 115 OF DE KALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY AS A BLANKET POWER LINE EASEMENT BUT THE DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(3) RIGHT OF WAY IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 04/09/1940, AS BOOK 513, PAGE 285 OF DEKALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY AS A BLANKET POWER LINE EASEMENT BUT THE DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(4) PLAT FOR ATLANTA GAS LIGHT COMPANY PROPOSED 2" MHP MAIN EXTENSION EMORY GROVE ADDITION EMORY UNIV., AS RECORDED ON 07/09/1946 IN PLAT BOOK 14, PAGE 32 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(5) EASEMENT IN FAVOR OF ATLANTA GAS LIGHT COMPANY, RECORDED 07/13/1946, AS BOOK 655, PAGE 489 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(6) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 06/17/1946, AS BOOK 657, PAGE 161 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(7) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/15/1950, AS BOOK 816, PAGE 363 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(8) PLAT OF PROPERTY OF EMORY PARK, INC., AS RECORDED ON 05/17/1951 IN PLAT BOOK 18, PAGE 107 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(9) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 10/07/1959, AS BOOK 1455, PAGE 645 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(10) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 12/04/1959, AS BOOK 1473, PAGE 250 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(11) RIGHT OF WAY IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 07/06/1962, AS BOOK 1679, PAGE 560 OF DEKALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY, BUT IS TOO VAGUE TO BE PLOTTED]

(12) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 09/28/1964, AS BOOK 1922, PAGE 442 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(13) PERMIT FOR ANCHORS, GUY POLES AND WIRES, RECORDED 07/14/1967 AS BOOK 2214, PAGE 664 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(14) RIGHT OF WAY EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 09/01/1971, AS BOOK 2695, PAGE 60 OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS THE SUBJECT PROPERTY AS A BLANKET EASEMENT FOR POWER BUT ITS DESCRIPTION IS TOO VAUGE TO BE PLOTTED HEREON.]

(15) RIGHT OF WAY DEED IN FAVOR OF DEKALB COUNTY, RECORDED 04/26/1974, AS BOOK 3168, PAGE 178 OF DE KALB COUNTY RECORDS.  
[ITEM MAY AFFECT THE SUBJECT PROPERTY, BUT IS TOO VAGUE TO BE PLOTTED]

(16) EASEMENT IN FAVOR OF GEORGIA POWER COMPANY, RECORDED 08/01/1978, AS BOOK 3858, PAGE 372 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(17) RIGHT OF WAY IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 04/16/1985, AS BOOK 5190, PAGE 437 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(18) RIGHT OF WAY DEED IN FAVOR OF DEKALB COUNTY, RECORDED 03/06/1986, AS BOOK 5418, PAGE 91 OF DE KALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(19) AFFIDAVIT OF MICHAEL J. MANDL, EXECUTIVE VICE PRESIDENT EMORY UNIVERSITY, RECORDED 06/16/2004 AS BOOK 16268, PAGE 799 OF DEKALB COUNTY RECORDS.  
[ITEM DOES NOT AFFECT SUBJECT PROPERTY.]

(20) RESERVATIONS AND RESTRICTIONS AS STATED IN DEED, RECORDED 12/30/2010 AS BOOK 22298, PAGE 60 OF DEKALB COUNTY RECORDS.  
[ITEM AFFECTS SUBJECT PROPERTY AS A PERPETUAL, NON-EXCLUSIVE RIGHT, PRIVILEGE EASEMENT, UPON, OVER AND ACROSS ACCESS FOR SUBJECT PROPERTY.]

**SUBJECT PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD, NORTH 09°05'49" WEST, 211.45 FEET TO A POINT; THENCE, NORTH 04°27'35" WEST, 123.32 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379228.7836, E: 2250677.8311 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD AND RUNNING, SOUTH 72°54'22" WEST, 212.63 FEET TO A POINT ALONG THE EASTERLY LINE OF GAMBRELL DRIVE, BEING A PRIVATE DRIVE WITH NO KNOWN RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY LINE OF GAMBRELL DRIVE, NORTH 08°44'19" WEST, 66.98 FEET TO A POINT; THENCE LEAVING SAID EASTERLY LINE OF SAID GAMBRELL DRIVE AND RUNNING, NORTH 70°54'59" EAST, 216.46 FEET TO A POINT ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD, SOUTH 06°46'47" EAST, 75.00 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.34 ACRES (122,340 SQUARE FEET), MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #1 (PARCEL #18 053 03 010)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378745.6822, E: 2250535.2093 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 69°38'35" EAST, 48.91 FEET TO A POINT; THENCE, SOUTH 08°44'19" EAST, 2.36 FEET TO A POINT; THENCE, SOUTH 78°19'08" WEST, 3.95 FEET TO A POINT; THENCE, SOUTH 02°16'10" EAST, 294.12 FEET TO A POINT; THENCE, SOUTH 50°50'40" EAST, 4.70 FEET TO A POINT; THENCE, 61.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 43.11 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 44°39'02" EAST, 56.16 FEET TO A POINT; THENCE, SOUTH 01°46'20" EAST, 118.95 FEET TO A POINT; THENCE, 32.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.64 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 29°33'44" EAST, 32.16 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.46 ACRES, MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #2 (PARCEL #18 053 03 030)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379215.4748, E: 2250418.5610 AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT; THENCE, SOUTH 13°17'20" EAST, 13.07 FEET TO A POINT; THENCE, SOUTH 70°54'59" WEST, 35.54" TO A POINT; THENCE, SOUTH 69°38'35" WEST, 48.91 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.03 ACRES, MORE OR LESS, AS SHOWN IN A SURVEY PREPARED FOR PROVIDENCE REAL ESTATE CONSULTING, INC., BY MCCANN LAND SURVEYORS DATED OCTOBER 5, 2023, AND LAST REVISED FEBRUARY 9, 2024.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #3 (PARCEL #18 053 03 027)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379256.8337, E: 2250495.0098 AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 78°19'08" EAST, 71.63 FEET TO A POINT; THENCE, SOUTH 14°01'18" EAST, 3.79 FEET TO A POINT; THENCE, SOUTH 70°54'59" WEST, 72.02 FEET TO A POINT; THENCE, NORTH 13°17'20" WEST, 13.07 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.01 ACRES, MORE OR LESS.

**PROPOSED INGRESS-EGRESS & UTILITY EASEMENT #4 (PARCEL #18 053 03 017)**

TOGETHER WITH AN INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING DATA:

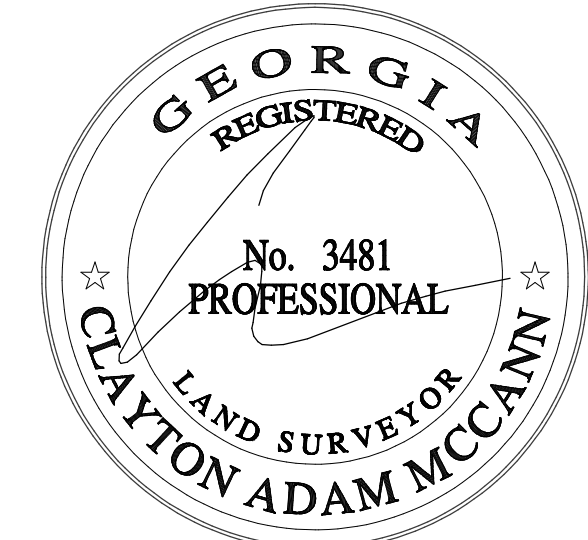
COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD, SOUTH 52°34'45" WEST, 2.82 FEET TO A POINT; THENCE, SOUTH 53°00'13" WEST, 36.74 FEET TO A POINT; THENCE, SOUTH 53°25'19" WEST, 10.17 FEET TO A POINT; THENCE, SOUTH 57°18'15" WEST, 12.47 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, NORTH 02°09'14" WEST, 126.93 FEET TO A POINT; THENCE NORTH 06°56'21" EAST, 50.57 FEET TO A POINT; THENCE, NORTH 17°54'31" WEST, 10.34 FEET TO A POINT; THENCE, NORTH 55°13'11" WEST, 16.43 FEET TO A POINT; THENCE, 27.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.09 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 81°34'24" WEST, 26.47 FEET TO A POINT; THENCE NORTH 44°39'02" WEST, 35.40 FEET TO A POINT; THENCE, 35.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.67 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 25°16'46" EAST, 34.30 FEET TO A POINT; THENCE, NORTH 01°53'39" WEST, 206.23 FEET TO A POINT; THENCE, NORTH 18°02'35" WEST, 22.11 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 22.96 FEET TO A POINT; THENCE, NORTH 02°28'06" WEST, 25.35 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 79.17 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 71.63 FEET TO A POINT; THENCE, SOUTH 14°01'18" EAST, 3.79 FEET TO A POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379267.6551, E: 2250566.0638 AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 14°01'18" EAST, 16.22 FEET TO A POINT; THENCE, SOUTH 78°19'08" WEST, 107.45 FEET TO A POINT; THENCE, NORTH 08°44'19" WEST, 2.36 FEET TO A POINT; THENCE, NORTH 70°54'59" EAST, 107.56 FEET TO A POINT AND BEING THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.02 ACRES, MORE OR LESS.

**PROPOSED LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378897.0473, E: 2250720.8516; THENCE, 229.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2352.84 FEET AND BEING SCRIBED BY A CHORD BEARING SOUTH 50°43'54" WEST, 229.69 FEET TO A POINT; THENCE, SOUTH 52°34'45" WEST, 9.84 FEET TO POINT HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1378745.6822, E: 2250535.2093; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH DECATUR ROAD AND RUNNING, 32.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.64 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 29°33'44" WEST, 32.16 FEET TO A POINT; THENCE, NORTH 01°46'20" WEST, 118.95 FEET TO A POINT; THENCE 61.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 43.11 FEET AND BEING SCRIBED BY A CHORD BEARING NORTH 44°39'02" WEST, 56.16 FEET TO A POINT; THENCE, NORTH 50°50'40" WEST, 4.70 FEET TO A POINT; THENCE, NORTH 02°16'10" WEST, 294.12 FEET TO A POINT; THENCE, NORTH 78°19'08" EAST, 111.40 FEET TO AN IRON PIN SET HAVING A GEORGIA GRID NORTH, NAD83, WEST ZONE VALUE OF N: 1379251.9137, E: 2250569.9949 AND BEING THE TRUE POINT OF BEGINNING; THENCE, NORTH 14°01'18" WEST, 15.94 FEET TO AN IRON PIN SET; THENCE, NORTH 71°03'38" EAST, 101.84 FEET TO AN IRON PIN SET; THENCE, SOUTH 06°38'08" EAST, 25.54 FEET TO AN IRON PIN SET; THENCE, SOUTH 75°47'08" WEST, 98.31 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.



**MCCANN LAND SURVEYORS**

315 SOUTH 9TH STREET  
GRIFFIN, GA 30224  
MCCANNLS.COM  
PHONE: 470-204-7080

**BURLINGTON ROAD**

**SITE: GA565**

EXHIBIT FOR:

DEKALB COUNTY, GA

18TH DISTRICT

LAND LOT 52

MCLS JOB #23332	
DRAWN BY NDW	CHECKED BY CDM & CAM
ISSUE DATE	10-5-2023
LAST REVISED	2-12-2024
SHEET NUMBER 3 OF 3	



**LEASE AGREEMENT**  
**(Space for Tower and Related Building)**

THIS LEASE AGREEMENT (this "Lease") dated as of the latter of the signature dates below (the "Effective Date"), between GEORGIA POWER COMPANY, a Georgia corporation, with a its principal office located at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308-3374 (hereinafter referred to as the "Lessor"), and Diamond Towers VI LLC, a Delaware limited liability company, with its principal office located at 120 Mountain Avenue, Springfield, New Jersey 07081 (hereinafter referred to as the "Lessee").

**WITNESSETH:**

THAT Lessee desires to construct a one hundred fifty-five (155) foot high telecommunications tower and related appurtenances (the "Tower") on that certain tract or parcel of land lying and being in DeKalb County, Georgia, and having an address of 538 Burlington Road NE, Atlanta, DeKalb County, Georgia, also known as DeKalb County Tax Parcel 18-053-03-017 and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Site");

THAT Lessor has this day rented and leased to Lessee the Site.

For and in consideration of [REDACTED], other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. **PREMISES:** Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, upon and subject to the terms, conditions, covenants and provisions hereof, the Site, together with the non-exclusive right, privilege and easement over and across the Easement Area (as hereinafter defined), seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, for pedestrian and vehicular access to and from the Site, including trucks, together with the non-exclusive right, privilege and easement over and across the Easement Area for the purpose of providing utilities (including, but not limited to, electricity, data communications, and fiber optic cable) to the Site, over, under or along a thirty foot (30') right-of-way (the "Easement Area") extending from the nearest public right-of-way, Gambrell Drive NE, to the Site (the "Access Easement"), the location of the Easement Area being described on Exhibit "B" attached hereto and incorporated herein by reference (all of the foregoing collectively referred to as the "Premises").

2. **INITIAL TERM AND EXTENSIONS:** The initial term of this Lease shall begin on January 1, 2024 (the "Commencement Date"), and terminate on the last day of the month within which the fifth (5<sup>th</sup>) anniversary of the Commencement Date occurs, unless sooner terminated or extended as herein provided (the "Initial Term").

Lessee shall have the right to extend the term of this Lease for seven (7) additional, five (5) year terms (each an "Extension Term"). The Initial Term together with all validly exercised Extension Terms is sometimes referred to herein as the "Term." Each Extension Term shall be on the same terms and conditions as set forth herein, except that the number of extensions available shall be decreased by one (1) for each such Extension Term. This Lease shall automatically extend for each successive Extension Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to extend the Term, at least sixty (60) days prior to the expiration of the Initial Term or the then

applicable Extension Term. If Lessee shall remain in possession of the Premises at the expiration of the Term without a written agreement, such tenancy shall be deemed a tenancy-at-sufferance, at a Rent (as hereinafter defined) rate equal to [REDACTED] of Rent in effect at the expiration of the Term and otherwise upon the same terms and conditions of this Lease (but there shall be no rights to extend).

3. **RENT; HOLDING FEE:** Lessor shall be compensated on a monthly basis during the Initial Term and any Extension Terms thereof at a rate which is, in any particular month, equal to [REDACTED] of the Gross Revenue ("Rent"). "Gross Revenue" means revenue collected by Lessee from its licensee(s) or sublessee(s), not including: (i) any pass through or reimbursable payments made by Lessee's licensee(s) or sublessee(s) to Lessee with respect to taxes, (ii) any other direct expenses or any capital contributions made to Lessee relating to the construction, modification and/or upgrade of the Tower and Lessee's Facilities (as hereinafter defined), Premises, easements and/or the installation of the licensee(s) or sublessee(s) equipment on the Tower, Lessee's Facilities, Premises or easements; and (iii) any other reimbursements of expenses or payments made by Lessee's licensee(s) or sublessee(s) to Lessee. Additionally, Lessee shall pay a fee to Lessor in the amount of [REDACTED] (the "Holding Fee") at the end of each period of six (6) months occurring between the Effective Date of this Lease and the date on which Lessee begins collecting Gross Revenue. The Holding Fee due for any periods of less than six (6) months shall be prorated based on the number of days in such period. The rights and obligations with respect to the Holding Fee(s) shall be treated the same as Rent for all intents and purposes under this Lease. Lessee shall make all such payments of Rent and Holding Fees to the address set forth herein for notices, or to such other address as Lessor shall from time to time designate by written notice at least thirty (30) days in advance of any Rent payment date.

In addition to the Rent as set forth above, Lessee shall from time to time, within thirty (30) days after invoice therefor, reimburse Lessor for an amount equal to [REDACTED] of the reasonable and necessary costs and expenses incurred by Lessor for routine road maintenance for the access road extending from the Site to the road surface of Gambrell Drive NE, and along which Lessee's Access Easement runs; provided, however, that Lessee shall be responsible for [REDACTED] of the reasonable costs and expenses of repairs and replacements of damage or destruction caused by or resulting from the negligence or willful misconduct of Lessee, Lessee's agents or employees.

4. **ASSIGNMENTS AND SUBLEASES:** This Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Site is located by reason of a merger, acquisition or other business reorganization or to an entity which acquires or receives an interest in the majority of communication towers of Lessee in the market defined by the Federal Communications Commission in which the Site is located. As to other parties, this Lease shall not be sold, assigned or transferred without the written consent of the Lessor, which such consent may be granted or withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessee shall have the right, without Lessor's consent, to sublease its rights under this Lease, but any such sublease or assignment shall be subject to all terms and conditions of this Lease. Lessee shall provide Lessor written notice of any such sublease within thirty (30) days of the full execution of a sublease agreement. Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower and Lessee's Facilities, and may assign this Lease, the Tower, and Lessee's Facilities to

any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties").

5. **TOWER COMPLIANCE**: Lessee shall comply, at Lessee's sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Lessee, at Lessee's sole cost and expense, shall maintain the Tower in good order and repair (including without limitation all necessary replacements), and shall observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting the Tower or appurtenances thereto or any part thereof whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed. To the extent feasible and in compliance with the foregoing, Lessee shall use blinking red lights on the Tower instead of strobe lights.

6. **TOWER CONSTRUCTION**: Prior to the construction of the Tower, Lessee, at Lessee's sole cost and expense, shall obtain and provide to Lessor a soil test report with respect to the load bearing capacity of the soil and such other matters as Lessor shall require. No additional tower shall be constructed or installed on the Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. The value or cost of any improvements constructed by Lessee shall not in any way constitute a substitute for or a credit against any obligation of Lessee under this Lease to pay Rent or any other sums.

7. **LESSEE COMPLIANCE**: Lessee, at Lessee's sole cost and expense, shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including but not limited to FCC requirements applicable to Lessee's Facilities) now in effect or hereafter enacted or passed as the same may apply to the use of the Premises by Lessee, and shall obtain, at Lessee's sole cost and expense, any licenses, permits and other approvals required for Lessee's use of the Premises. Lessor agrees, provided Lessor incurs no cost or expense, to cooperate with Lessee in obtaining such licenses, permits or approvals.

8. **USE; GOVERNMENTAL APPROVALS**: Lessee shall use the Premises solely for the purpose of constructing, maintaining and operating a communications facility, including, without limitation, the Tower, and uses incidental thereto and all necessary appurtenances ("Lessee's Facilities"), and for no other purpose. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of Lessee (not including the Easement Area for the Access Easement). Lessee's Facilities shall be constructed by Lessee at Lessee's sole cost and expense, in a good and workmanlike manner in accordance with Lessee's specifications, in strict accordance with all applicable codes, statutes, rules and regulations.

Notice is hereby given that Lessor shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power or authority on behalf of

Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining, at Lessee's sole cost and expense, after the execution date of this Lease all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Lessee's use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Site with respect to the proposed use by Lessee. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Lessee in its sole discretion will be unable to use the Premises for its intended purposes or the Lessee determines that the Premises are no longer technically compatible for its intended use, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice to Lessor and payment of a termination fee (in addition to the Rent due through the effective date of such termination) equal to three (3) months' Rent at the then existing monthly rate, and this Lease shall terminate and end on the date thirty (30) days after the date of such notice. Notice of the Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested. In addition to the termination fee, all Rent paid prior to said termination date shall be retained by the Lessor.

9. **TITLE TO LESSEE'S FACILITIES:** Title to Lessee's Facilities shall be and remain solely in Lessee. Lessee, at Lessee's sole cost and expense, shall maintain the Premises and Lessee's Facilities in good order and repair. Lessee shall return the Premises to Lessor at the termination or expiration of the term of this Lease in as good condition and repair as when first received, reasonable wear and tear excepted.

10. **UTILITIES:** Lessee shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all electricity consumed by Lessee at the Premises.

11. **LIENS/ENCUMBRANCES:** Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this Lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower and/or Lessee's Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower and/or Lessee's Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

12. **INSURANCE:**

(a) Lessee agrees to acquire and maintain during the term of this Lease commercial general liability insurance (including, but not limited to, independent contractors engaged in construction and contractual liability for the indemnities of Lessee herein set forth subject to standard policy provisions and exclusions) in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) (aggregate of all claims) per occurrence for claims arising from the installation, use,

maintenance, repair or removal of Lessee's Facilities (excluding claims, costs, damages and liabilities for which Lessor is responsible as provided in Paragraph 14 hereof). Such insurance may be furnished under a "primary" policy or "umbrella" policy or policies. Lessee agrees to acquire and maintain during the term of this Lease automobile liability insurance in the minimum limit amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Lessee agrees to acquire and maintain during the term of this Lease workers' compensation insurance, in an amount not less than the minimum amount required by law, and employer's liability insurance, in an amount not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence. From time to time during the Term, Lessor may reasonably increase the limits of the foregoing insurance coverages required to be maintained by Lessee to the amounts customarily required by Lessor for similar properties. Lessee agrees to acquire and maintain during the term of this Lease insurance against the risks customarily included under "all-risks" policies with respect to improved properties similar to Lessee's Facilities in an amount equal to the "full insurable value" (which as used herein shall mean the full replacement value, including without limitation the costs of debris removal, which amount shall be determined annually) of all Lessee's Facilities (including, but not limited to, the Tower). During construction, reconstruction, alteration or material remodeling of any improvements on the Premises such policies shall be in "builder's risk" form if there would be an exclusion of coverage under Lessee's all-risks policy as a result of such construction, reconstruction, alteration or material remodeling. All such insurance may be carried in whole or part under any blanket policies that Lessee may have that include the coverages herein required. All insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the state where the Premises are located, shall list Lessor as an additional insured on the general and automobile liability policies and the insurance program shall provide that no cancellation shall be effective until at least thirty (30) days' written notice to Lessor. A certificate (Acord or equivalent form) of insurance in force, issued by the insurer and reflecting the above, shall be delivered to Lessor on or before the date Lessee is required to obtain the applicable insurance, and with respect to renewal or replacement policies, not less than fifteen (15) days after the expiration of the policy being renewed or replaced.

(b) Lessor agrees that at its own cost and expense, it will maintain comprehensive general liability and property liability insurance with liability limits of not less than One Million and No/100 Dollars (\$1,000,000.00) of injury to or death of one or more persons in any one occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for damage or destruction to property in any one occurrence. Lessor may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

13. **WAIVER OF SUBROGATION:**

(a) To the fullest extent permitted under O.C.G.A. Section 13-8-2, Lessor and Lessee hereby waive any claim each may have against the other or any affiliate of the other by way of subrogation or otherwise from any and all liability for any loss or damage to property, whether caused by the negligence or fault of the other party, to the extent such loss or damage is covered or required to be covered by the fire and extended coverage policy or so-called all-risk policy with respect to the Tower, Site, Premises or Lessee's Facilities, or any plan of self-insurance by Lessor or Lessee with respect to risks which would be insured against under such policies, notwithstanding the failure to obtain such policies. Each of Lessor and Lessee shall cause any fire insurance and extended coverage or so-called all-risk policies which it maintains in respect of the Tower, Site, Premises or Lessee's Facilities, to contain a provision whereby the insurer waives any rights of subrogation against the other party.



(b) Except as otherwise provided in Paragraph 13(a) and Paragraph 14, the waivers and indemnities in this Lease in favor of Lessor shall not apply to damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. Except as otherwise provided in Paragraph 13(a), the waivers in this Lease in favor of Lessee shall not apply to damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of Lessee, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

14. **INDEMNITY**: Lessee shall, and does hereby agree to, indemnify, save harmless and defend Lessor (its affiliates and their respective directors, officers, agents and employees) from any and all claims, costs (including but not limited to court costs and attorneys' fees), damages and liabilities (except as set forth in the next sentence) arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Lessee of the Premises or the installation, use, maintenance, repair or removal of Lessee's Facilities, or (except as set forth in the next sentence) occasioned wholly or in part by any negligent act or omission of Lessee, its agents, contractors, employees, servants, lessees, licensees or concessionaires. In the event of joint and concurring negligence or fault of both Lessor and Lessee, responsibility and indemnity shall be apportioned comparatively in accordance with the laws of the State of Georgia, without, however, waiving any defense of the parties under Georgia law, and Lessor shall be solely responsible for, and Lessee's indemnity contained in the sentence immediately preceding this sentence shall not apply to, claims, costs (including, but not limited to, court costs and attorneys' fees), damages and liabilities to the extent arising from or out of the negligence of Lessor, Lessor's officers, agents, servants, employees or contractors. Each affiliate of Lessor is an intended third party beneficiary of the foregoing indemnity.

15. **DEFAULT**: The following events shall constitute events of default under this Lease:

(1) Lessee's failure to pay any installment of Rent when the same shall be due and payable and the continuance of such failure for a period of fifteen (15) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or

(2) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by Lessee of notice in writing from Lessor specifying the nature of such failure. In the event that such failure is of such a nature that it cannot be cured within such sixty (60) day period then such failure shall not be deemed a default so long as Lessee, after receiving such notice, promptly initiates efforts to cure the failure and thereafter diligently and continuously takes all steps necessary to complete the same promptly.

(3) Upon the occurrence of an event of uncured default, Lessor may terminate this Lease by written notice to Lessee and Lessee shall have sixty (60) days after Lessor's notice within which to remove Lessee's Facilities (and Lessor shall not enter upon and take possession of the Premises and remove Lessee prior to the earlier of the removal of Lessee's Facilities or the passage of sixty (60) days from Lessor's notice).

16. **ENVIRONMENTAL**: Except for the storage and use of such Hazardous Substances (as hereinafter defined) as are commonly legally used or stored and in such quantities as are commonly legally used or stored as a consequence of using the Premises for the purposes permitted

hereunder (but only so long as the use or storage of such substances does not pose a threat to public health or to the environment and does not necessitate any government regulation, including but not limited to permitting, notification, reporting or response or remedial action under applicable environmental laws), and except for the Generator (as hereinafter defined) and its fuel (provided Lessee complies with the provisions of the next grammatical paragraph regarding the Generator), Lessee shall not allow any Hazardous Substances (as hereinafter defined), including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any environmental law (including, without limitation, common law), rules, regulations, orders, ordinances, permits, and authorizations (collectively, "Environmental Laws"), including without limitation any natural gas and natural gas products, and any petroleum or petroleum derived substance or waste, and any constituent of any such substance or waste regulated or defined by or pursuant to any Environmental Laws (collectively, "Hazardous Substances"), including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State Laws or regulations (including, without limitation, the Clean Air Act, the Toxic Substance Control Act, and the Clean Water Act, as amended), to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs (collectively, "Claims") arising from Lessee's violation of the foregoing covenants.

Lessee shall be entitled to install and use on the Site a propane or diesel fueled emergency electricity generator and above ground fuel storage tank (collectively the "Generator"), at Lessee's sole cost and expense. The Generator shall be used solely for emergencies and for testing (but not more than one (1) test per week). Lessee, at Lessee's sole cost and expense, shall obtain all necessary municipal, state, and federal permits and authorizations to install, maintain and operate the Generator and shall pay any charges levied by governmental agencies in connection therewith. In no event shall Lessee be entitled to install underground storage tanks in connection with the Generator. The Generator shall be installed in such a manner so as to comply with all applicable Environmental Laws and other requirements, including but not limited to those concerning above ground storage tanks. Prior to use of the Generator, Lessee shall provide Lessor written documentation that the Generator has been installed in compliance with the foregoing. At the expiration or earlier termination of the term, Lessee shall remove and dispose of the Generator in accordance with all applicable Environmental Laws and surrender and restore the Premises to Lessor in as good a condition as when received. Lessee agrees to indemnify and hold Lessor harmless and defend Lessor from and against any and all losses, liabilities (including, without limitation, environmental liabilities of any kind whatsoever), costs and damages suffered by Lessor on account of or associated with the Generator, including but not limited to the installation, use, maintenance and removal thereof, except to the extent such costs and damages are caused by or result from the negligence or willful misconduct of the Lessor, Lessor's officers, agents, servants, employees or contractors; provided, however, that such exception shall apply if and only to the extent that Lessee has complied with the provisions of this Paragraph 16.

17. **TAXES:** If such bill is sent to Lessor, Lessor shall provide Lessee with a copy of any notice, assessment, or billing relating to real estate taxes for which Lessee is responsible under this Paragraph prior to the date that the same are due and payable. Lessee shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental

impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens attributable to Lessee's Facilities (including, but not limited to, the Tower) or any part thereof, or any personal property, fixtures or equipment owned by Lessee thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against Lessee's Facilities, Lessee shall pay such taxes as are directly attributable to Lessee's Facilities. Except as provided above, Lessor shall pay and discharge punctually, as and when the same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the portion of the Land from time to time contained in the same tax parcel as the Site, or any buildings, appurtenances or equipment owned by Lessor thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document. Lessee agrees to indemnify and hold Lessor harmless from and against any and all losses, costs, damages and expenses suffered or incurred by Lessor on account of or relating to Lessee's appeal, challenge or modification or attempted modification of any real estate tax assessment or billing.

18. **NOTICE:** All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if delivered by hand delivery, or sent by recognized national overnight delivery service (delivery charges prepaid or billed to the sender) for next business day delivery, or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Lessor: Georgia Power Company  
Attention: *Kevin E. Pearson*  
Environmental and Natural Resources Department BIN 10151  
241 Ralph McGill Boulevard  
Atlanta, Georgia 30308-3374

Lessee: Diamond Towers VI LLC  
Attention: Legal Department  
120 Mountain Avenue  
Springfield, New Jersey 07081

With a copy to: Diamond Towers VI LLC  
Attention: Lease Administration  
120 Mountain Avenue  
Springfield, New Jersey 07081

or at such other address in the United States as Lessee or Lessor may from time to time designate by like notice. Except for payment of Rent (where Lessor must actually receive each Rent payment on or before the due date thereof), any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, (i) on the date of personal delivery, (ii) on the date two (2) business days after deposit in the United States mail as provided above, if sent via United States mail, (iii) on the business day following deposit with recognized national overnight delivery service as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication. Lessee agrees to appoint and keep appointed at all times during the term of the Lease a current and viable registered agent for service of process in the State of Georgia, as required by Georgia law.

19. **CONSEQUENTIAL DAMAGES.** WHETHER THE CAUSE OF ANY DAMAGE, LOSS, OR LIABILITY IS INSURABLE, INSURED OR NOT INSURED, FORESEEN OR UNFORESEEN, NEITHER PARTY NOR ITS REPRESENTATIVES, AGENTS CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES FOR CLAIMS FOR ANTICIPATORY PROFITS, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR ANY INDIRECT DAMAGES OF ANY NATURE ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE, EVEN IF BY SUCH PARTY'S, ITS REPRESENTATIVES', AGENTS', CONTRACTORS', SUBCONTRACTORS', INVITEES' OR LICENSEES' NEGLIGENCE OR FAULT, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE UNDER THIS LEASE OR AS A RESULT OF THE CONSTRUCTION, MAINTENANCE, OPERATION OR USE OF THE SITE, THE PREMISES, THE TOWER, OR LESSEE'S FACILITIES BY EITHER PARTY.

20. **SEVERABILITY:** In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of last resort having jurisdiction in the Premises, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease, and in such event the Lessor and Lessee agree to negotiate in good faith and attempt to agree upon a substitute provision which is valid, legal, and enforceable within the limits established by such court's final opinion and which most nearly accomplishes and reflects the original intention of the parties, to be substituted upon such agreement for the invalid, illegal or unenforceable provision.

21. **INTEGRATION:** This Lease constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any statement, special condition or agreements not herein expressed. Any alteration or amendment to this Lease by the parties hereto shall be in writing and signed by the parties and by reference incorporated into this Lease. The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise



any of its rights under this Lease shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, either in law or in equity.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the state where the Premises are located. Time is of the essence of this Lease.

23. **CASUALTY:** Lessor shall provide notice to Lessee of any casualty or other harm affecting the property within twenty-four (24) hours of Lessor's discovery of the casualty or other harm. If any part of the Tower and/or Lessee's Facilities or the property is damaged by casualty or other harm as to render the Premises unsuitable, in Lessee's sole discretion and determination, then Lessee may terminate the Lease by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location. Notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Premises, the Tower, and/or Lessee's Facilities, as applicable, Lessor agrees to permit Lessee to place a temporary transmission and reception facilities on the property at no additional Rent until the reconstruction of the Premises, the Tower, and/or Lessee's Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Lessor does not so notify Lessee and Lessee decides not to terminate under this Section, then Lessor will promptly rebuild and restore any portion of the property interfering with or required for Lessee's intended use of the Premises to substantially the same condition as existed before the casualty or other harm. Lessor agrees that the Rent shall be abated until the property, the Premises, the Tower, and/or Lessee's Facilities are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

24. **CONDEMNATION:** If the whole of the Tower, or such portion of the Tower or the Site as will make the Tower unusable for Lessee's use, in Lessee's sole discretion, or if the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and Rent shall be accounted for between Lessor and Lessee as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at Lessee's option, Lessee may (i) terminate this Lease, or (ii) elect to continue this Lease and reduce the Rent in proportion to the portion of the Premises so taken. Lessee may claim and recover from the condemning authority an award for Lessee's moving expenses, loss of goodwill, Lessee's personal property and fixtures and the unamortized cost of Lessee's Facilities.

25. **SUBORDINATION AND NON-DISTURBANCE:** At Lessor's option, this Lease shall be subordinate to any mortgage or other security interest by Lessor which from time to time may encumber all or part of the Site or easements herein granted; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may

reasonably be required to evidence this subordination clause. In the event the Site is encumbered by a mortgage or other security interest, the Lessor immediately after this Lease is executed, will obtain and furnish to Lessee a non-disturbance agreement for each such mortgage or other security interest in recordable form.

26. **NO REMEDY EXCLUSIVE**: No remedy conferred upon or reserved to Lessor or Lessee in this Lease, at law or in equity is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Lease or now or hereafter existing in law or in equity.

27. **SHORT FORM OF LEASE**: No part of this Lease shall be recorded in the records of DeKalb County or any other jurisdiction without the prior written consent of Lessor. Upon request of either party, the other party shall execute a Short Form of Lease containing a legal description of the Premises and the term and setting forth that Lessee has a leasehold interest pursuant to the Lease. Any and all recording costs and taxes, if any, required in connection with the recording of the Short Form of Lease shall be at the sole cost and expense of Lessee.

28. **NO WARRANTIES**. LESSOR MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE CONDITION OR SUITABILITY OF THE PREMISES, SITE OR THE TOWER FOR THE PURPOSES INTENDED BY LESSEE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES ARE HEREBY DISCLAIMED AND NO SUCH WARRANTIES ARE MADE OR SHALL BE IMPLIED BY VIRTUE OF APPROVAL BY LESSOR OF ANY ENGINEERING ANALYSIS, DRAWINGS, SITE PLANS, WORK, INSTALLATIONS, PLANNED CONSTRUCTION AND FINAL CONSTRUCTION. LESSEE HAS MADE OR SHALL MAKE SUCH INSPECTIONS OF THE PREMISES AS LESSEE DEEMS APPROPRIATE PRIOR TO THE INSTALLATION OF ANY OF LESSEE'S FACILITIES THEREON OR THEREIN, AND LESSEE EXPRESSLY ACCEPTS LESSOR'S PERMISSION TO INSTALL LESSEE'S FACILITIES THEREON OR THEREIN WITHOUT WARRANTY OF ANY KIND OR NATURE.

29. **REMOVAL UPON TERMINATION**: In the event that, but for this Paragraph 29, the term of this Lease (including all validly exercised Extension Terms) would expire or the Lease would terminate (other than a termination in connection with the default of Lessee and other than a termination in the event of a total condemnation of the Premises and other than the termination at the end of the extension set forth in this Paragraph 29), Lessee shall have the one-time right to extend the expiration date of the Term or such termination of this Lease (including the monthly Rent payment obligations and all other obligations of the Lessee under the Lease) by the number of days specified in such notice (but in no event more than ninety (90) days) by (i) giving written notice of such extension prior to the date of such expiration or such termination, and (ii) including in such written notice certificates of insurance from the insurer(s) evidencing the insurance required under this Lease is in effect through the last day of the term of this Lease as so extended. In the event of such extension of the term pursuant to this Paragraph 29, the sole use of the Premises permitted Lessee shall be the removal of the Tower and all of the other property constituting Lessee's Facilities (regardless of whether Lessee's Facilities are considered fixtures or attachments to real property under applicable law) and all other property, if any, of Lessee from the Premises. At or prior to such expiration or termination (including any extension under this Paragraph 29, if any), Lessee agrees to and shall (a) remove the Tower and all of the other property constituting Lessee's Facilities (regardless of whether Lessee's Facilities are considered fixtures or attachments to real property under applicable

law) and all other property, if any, of Lessee from the Premises, and (b) restore the Premises to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee; provided, however, that if the Lessee does not remove all property of Lessee from the Premises by the date of such expiration or earlier termination (including any extension under this Paragraph 29, if any), then such property of Lessee remaining on the Premises after such expiration or earlier termination shall be deemed conclusively abandoned and may be removed by Lessor and disposed of by Lessor or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same.

30. **AUTHORITY**: Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

31. **RIGHTS UPON SALE**: Should the Lessor, at any time during the Term of this Lease, decide to sell all or any part of the Site to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder, and any sale by the Lessor of the Easement Area shall be under and subject to the easements of the Lessee in and to the Easement Area.

32. **QUIET ENJOYMENT**: Lessor covenants that Lessee, on paying the Rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises without hindrance, claim, or molestation by Lessor or any other person claiming by, through, or under Lessor.

33. **TITLE/AUTHORITY**: Lessor covenants that Lessor has full authority to enter into and execute this Lease.

34. **SUCCESSORS**: This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

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

36. **EXCLUSIVITY**: During the Term of this Lease, Lessor hereby agrees not to lease any of its property located within a one (1) mile radius of the Site to any third party for the construction or installation of a telecommunications tower for the broadcast of wireless communication signals by any Tier 1 Carrier in frequencies licensed or otherwise authorized by the Federal Communications Commission (excluding Wi-Fi). A "Tier 1 Carrier" refers to any of Verizon Wireless, AT&T Mobility, T-Mobile, or Dish Network, and each of their respective parents, subsidiaries, affiliates, or successors-in-interest.

37. **RESERVED RIGHTS**: Lessor specifically reserves the right to install antennas on the Tower at the locations specified on Exhibit "C" attached hereto and by reference made a part hereof, to install equipment building and telecommunications lines and electrical lines on the Site, to connect the antennas on the Tower with the equipment building and telecommunications lines and electrical lines on the Site, to install telecommunications lines on the Site, to install upgrades, modifications and replacements of the foregoing, and to connect electrical lines to Lessee's electrical lines (Georgia Power will be responsible for reimbursement to Lessee for the costs of such electricity

consumed) and the right of pedestrian and vehicular access to the foregoing. Lessor also reserves the right to install Southern Linc facilities on the Site at a monthly rate to be mutually agreed upon by the parties for Southern Linc's antenna equipment subject to available space on the Tower at the time of the request.

38. **COUNTERPARTS:** This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

39. **ESTOPPELS:** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

40. **RENTAL STREAM OFFER:** If at any time after the date of this Lease Lessor receives a bona fide written offer from a third party (third party does not include any of Lessor's parents, subsidiaries, or affiliates) seeking an assignment or transfer of Rent payments associated with this Lease which Lessor is prepared to accept ("Rental Stream Offer"), Lessor shall furnish Lessee with a summary of all material business terms of the Rental Stream Offer pursuant to the notice provisions of Paragraph 18. Lessee shall have the right, within twenty (20) days after the date of Lessor's notice, to agree in writing to match the terms of the Rental Stream Offer, which acceptance shall be communicated by providing Lessor with a form of a contract consistent with the Rental Stream Offer ("Lessee Acceptance"). If Lessee chooses not to exercise this right or fails to provide the Lessee Acceptance to Lessor as required by this Paragraph 40 within twenty (20) days after the date of Lessor's notice, Lessee shall have no further rights with regard to this Paragraph 40 and Lessor shall be permitted to assign the right to receive Rent payments pursuant to the Rental Stream Offer. Any assignment by Lessor shall be subject to the terms of this Lease. If Lessor attempts to assign or transfer Rent payments without complying with the requirements of this Paragraph 40, the assignment or transfer shall be void.

(Remainder of Page Intentionally Left Blank; Signatures Appear on Next Page)

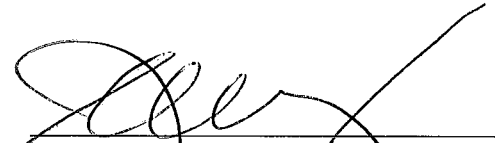


IN WITNESS WHEREOF, the parties entered into this Lease Agreement as of the Effective Date above.

**LESSEE:**

Signed, sealed and delivered  
in the presence of:

DIAMOND TOWERS VI LLC

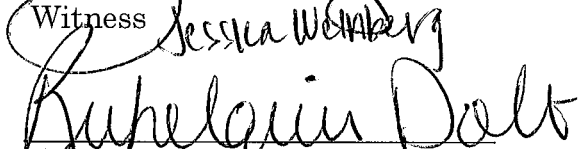
  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_

Name: Michael G. Brett

Title: COO

Date: 7/31/2023

  
\_\_\_\_\_  
Notary Public

My Commission expires: 06/03/24

(Notary Seal)


**Rubelquis D'Oleo**  
**Notary Public New Jersey**  
**My Commission Expires 06-03-2024**  
**No. 50106167**

**LESSOR:**

Signed, sealed and delivered  
in the presence of:

GEORGIA POWER COMPANY, a Georgia corporation

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_

Its: Kevin E. Pearson

Date: General Manager and Dept 8/23/23

  
\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

My Commission expires: 02-17-2026

(CORPORATE SEAL)

(Notary Seal)

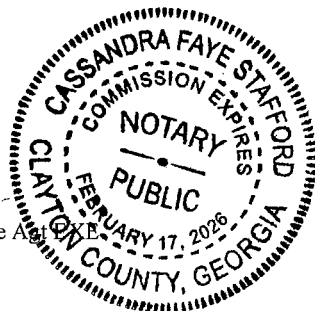




Exhibit "A"  
Site

\*Note: to be replaced by As-Built Survey and legal descriptions

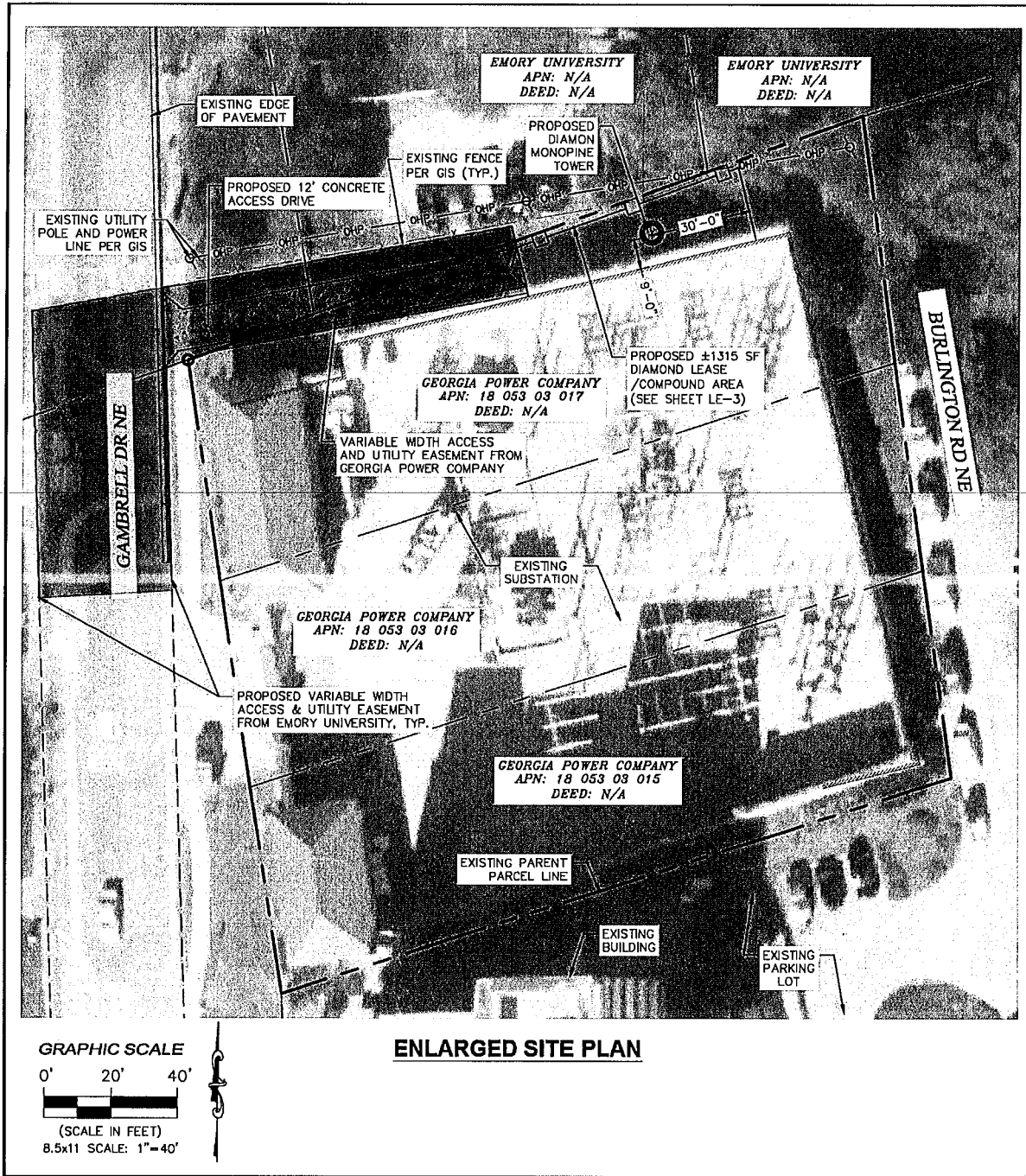




Exhibit "B"  
Easement

\*Note: to be replaced by As-Built Survey and legal descriptions

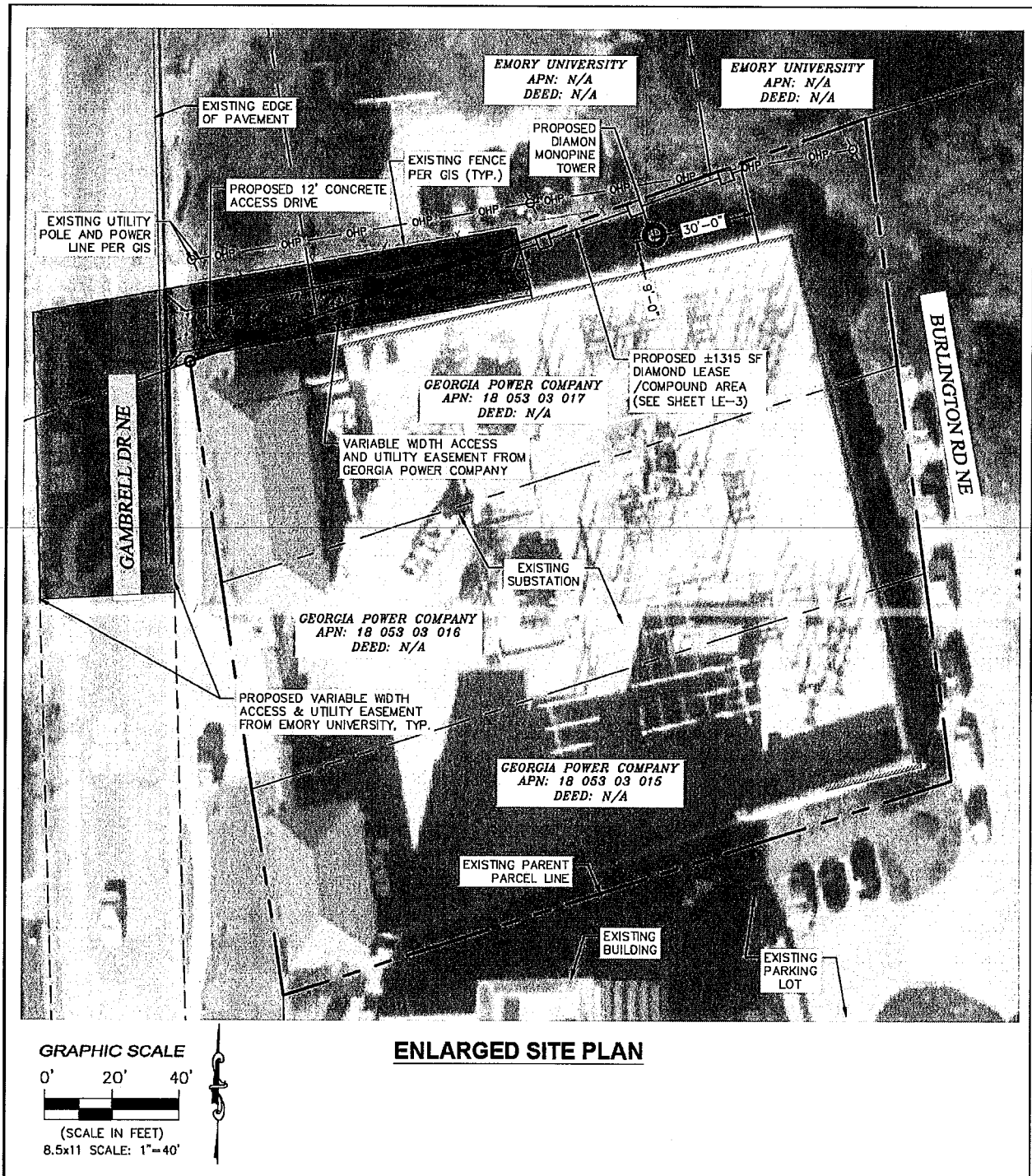
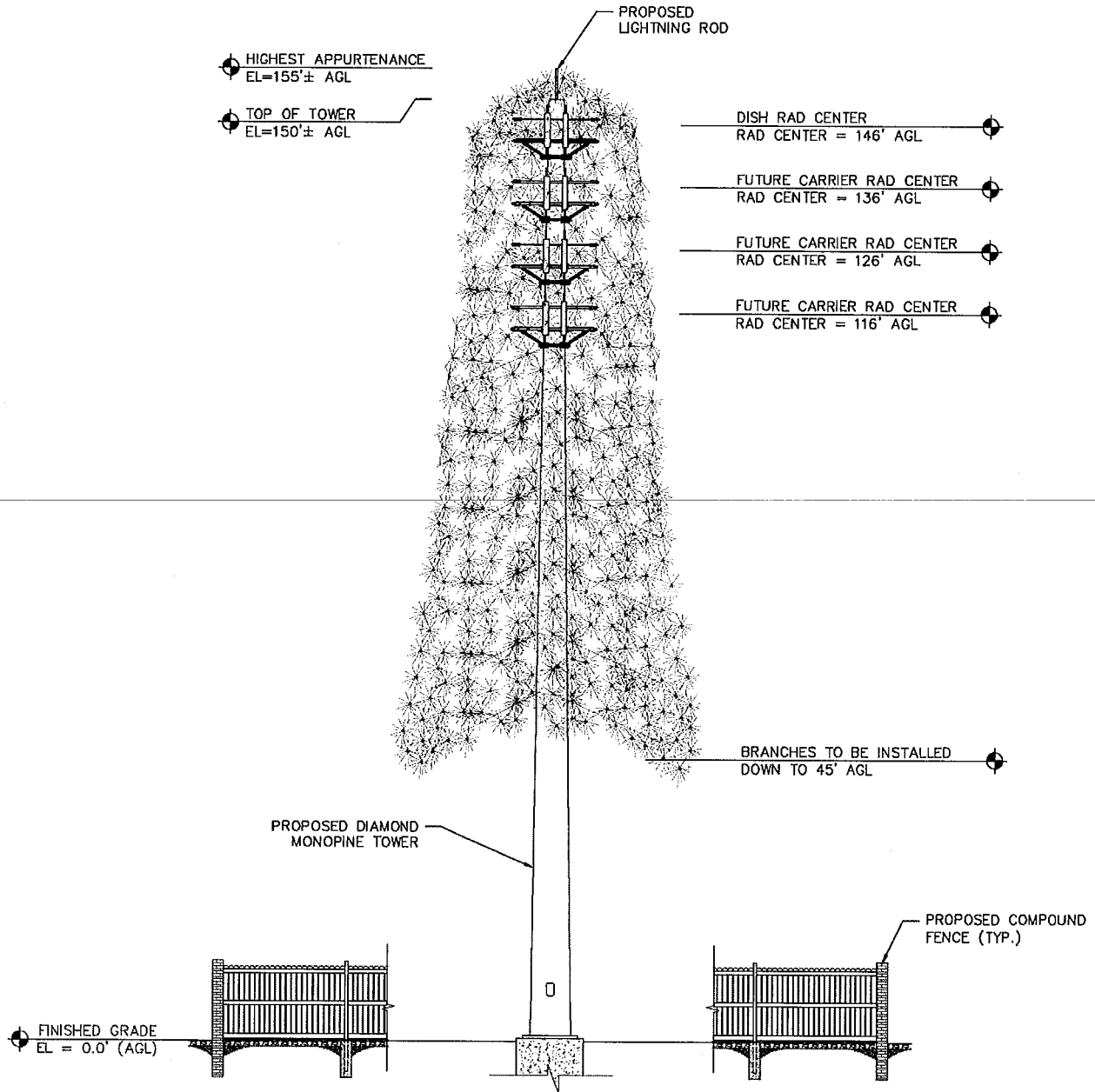



Exhibit "C"

Tower Locations



**TOWER ELEVATION**  
NOT TO SCALE



2010201677 DEED BOOK 22298 Pg 60  


Filed and Recorded:  
12/30/2010 1:50:12 PM  
Linda Carter  
Clerk of Superior Court  
DeKalb County, Georgia

Real Estate Transfer Tax \$3,612.50

AFTER RECORDING RETURN TO  
GEORGE C. CALLOWAY, ESQ.  
SPECIALIZED TITLE SERVICES, INC.  
6133 PEACHTREE DUNWOODY ROAD NE  
ATLANTA, GEORGIA 30328  
(770) 394-7000 STS FILE NO. 1361-0076

STATE OF GEORGIA  
COUNTY OF FULTON

LIMITED WARRANTY DEED  
Made By  
EMORY UNIVERSITY  
TO  
GEORGIA POWER COMPANY

THIS LIMITED WARRANTY DEED is made as of the 27<sup>th</sup> day of December 2010 by and between EMORY UNIVERSITY, a Georgia non-profit corporation (hereinafter referred to as "Grantor"), and GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as "Grantee").

WITNESSETH:

FOR AND IN CONSIDERATION of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor has granted, aliened, conveyed and transferred, and by these presents does grant, bargain, sell, alien, convey and transfer unto Grantee all that tract or parcel of land lying and being in Land Lot 52 of the 18th District, DeKalb County, Georgia, as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all and singular the rights, members and appurtenances in and to the Property anywise appertaining or belonging thereto.

The Property is conveyed by Grantor subject to the matters set forth on Exhibit "B" attached hereto and by reference made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in fee simple, subject to the Permitted Exceptions.

AND Grantor shall warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, excepting only those claims arising by reason of the Permitted Exceptions.

Schedule 1 attached hereto is hereby incorporated in this instrument by this reference.

This instrument shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sachattand  
Witness

Gloria Burkett  
Notary Public

My Commission expires:

GLORIA BURKETT  
NOTARY PUBLIC  
DeKalb County  
State of Georgia  
My Comm. Expires July 17, 2011



GRANTOR:

EMORY UNIVERSITY, a Georgia non-profit corporation

By: [Signature]  
Name: Michael J. Mandl

Its: Executive Vice President for Finance and Administration

Attest: [Signature]  
Name: Stephen D. Sencer

Its: Sr. Vice President & General Counsel

CORPORATE SEAL

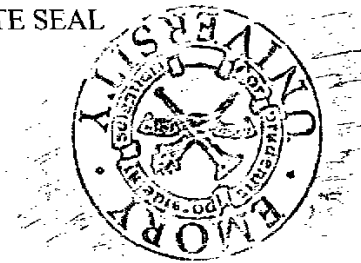




Exhibit "A"

## LEGAL DESCRIPTION (PROPERTY)

## FEE PROPERTY:

All that tract or parcel of land lying and being in Land Lot 52 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

**COMMENCING** at the point formed by the intersection of the northwestern right of way of North Decatur Road (right of way varies) and the western right of way of Burlington Road (right of way varies), said point having Georgia State Plane Coordinates [West Zone] NAD83(94) of North 1378894.22 feet and East 2250726.32 feet; **THENCE** along the western right of way of Burlington Road North 09 degrees 13 minutes 16 seconds West a distance of 211.45 feet to 1/2" rebar set, said 1/2" rebar set being the **TRUE POINT OF BEGINNING**.

**THENCE** from said **TRUE POINT OF BEGINNING** South 71 degrees 39 minutes 33 seconds West a distance of 203.48 feet to 1/2" rebar found; **THENCE** North 09 degrees 16 minutes 11 seconds West a distance of 62.57 feet to 1" rod found; **THENCE** North 08 degrees 52 minutes 57 seconds West a distance of 62.72 feet to 1" open top pipe; **THENCE** North 08 degrees 51 minutes 58 seconds West a distance of 67.28 feet to 1/2" rebar found; **THENCE** North 69 degrees 31 minutes 08 seconds East a distance of 214.94 feet to 1/2" rebar set; **THENCE** South 08 degrees 10 minutes 38 seconds East along the western right of way of Burlington Road a distance of 75.00 feet to 1" open top pipe; **THENCE** South 08 degrees 18 minutes 40 seconds East along the western right of way of Burlington Road a distance of 63.19 feet to 1" open top pipe; **THENCE** South 08 degrees 15 minutes 48 seconds East along the western right of way of Burlington Road a distance of 62.96 feet to punch hole; **THENCE** South 71 degrees 39 minutes 33 seconds West a distance of 7.30 feet to 1/2" rebar set, said 1/2" rebar set being the **TRUE POINT OF BEGINNING**; said tract containing 0.95 acres, more or less, all as shown on survey entitled Emory/Burlington Road Substation Boundary Survey, Drawing P230-20, dated December 6, 2010, last revised December 15, 2010, prepared by Travis Pruitt & Associates, Inc., and certified by Jon G. Adams, Georgia Registered Land Surveyor No. 2768 (the "Fee Property").

**TOGETHER WITH**, for the benefit of the Fee Property, the perpetual, non-exclusive right, privilege and easement, upon, over and across the property described on Exhibit "A-1" attached hereto and by reference made a part hereof (the "Drainage Easement Property") to connect onto and use, for the discharge of surface water from the storm detention facility to be located on the Fee Property, the existing underground storm drainage lines and related improvements (including without limitation surface level manholes), and all replacements thereof, located in the Drainage Easement Property. Purchaser will be responsible for any and all costs involved in connecting to such existing storm drainage lines and related improvements (including without limitation surface level manholes), and for any improvements to the existing storm drainage lines and related improvements (including without limitation surface level manholes) required as a result of such connection.

Seller reserves the right to adjust the location of the Drainage Easement Property from time to

time, provided however that (i) the Drainage Easement Property, as so adjusted, must continue to provide connection to the Fee Property at the same point as currently located; (ii) Seller, at Seller's sole cost and expense, must maintain or, if necessary, construct in the Drainage Easement Property, as so adjusted, a drainage system comparable to the currently existing drainage system (including without limitation the storm drainage line and related improvements installed by Purchaser in accordance with the paragraph immediately preceding this paragraph, together with the improvements, if any, made by Purchaser to the existing drainage system in accordance with the paragraph immediately preceding this paragraph), and capable of continuing to accept the runoff from the Fee Property in addition to the runoff from any other property served by such drainage system, (iii) Purchaser's easement in the Drainage Easement Property, as so adjusted, must not be subject to any liens, claims of lien, mortgages, security deeds or deeds to secure debt, and (iv) all work shall be performed in a good and workmanlike manner in accordance with good and consistent engineering standards. Any such adjustment shall be effected in accordance with all governmental requirements and only upon obtaining all governmental approvals and shall be done solely at the expense of Seller. Seller agrees to give reasonable prior written notice to Purchaser of any such adjustment, and Seller agrees to effect such adjustment in a manner so as not to unreasonably interrupt or interfere with drainage of the runoff from the Fee Property.

TOGETHER WITH, for the benefit of the Fee Property, the perpetual, non-exclusive right, privilege and easement, upon, over and across the private roads from time to time located on the property of Seller located adjacent to and in the vicinity of the Fee Property for the purposes of vehicular and pedestrian access, ingress and egress to and from a public right of way and the Fee Property and for no other purpose, provided however that (i) such private roads must provide free, convenient and reasonably direct continuous access between the line described on Exhibit "A-4" attached hereto and by reference made a part hereof on the western boundary of the Fee Property and a public right of way located either to the east or the west of the Fee Property (the "Public Right of Way"), (ii) any adjustment of the location of the private roads providing such access shall be effected in accordance with all governmental requirements and only upon obtaining all governmental approvals and shall be done solely at the expense of Seller, (iii) Seller agrees to give reasonable prior written notice to Purchaser of any such adjustment, and (iv) Seller agrees to effect such adjustment in a manner so as not to unreasonably interrupt or interfere with pedestrian and vehicular access between the Fee Property and the Public Right of Way. Seller reserves the right to designate from time to time by written notice to Purchaser the private roads providing the aforesaid access so long as (i) the private roads so designated by Seller comply with the foregoing requirements, and (ii) the portions of such private roads so designated by Seller which do not exist as of the date of Closing (the "New Road Portions") must conform with the specifications set forth on Exhibit "A-3" hereto, must be constructed in accordance with all governmental requirements and only upon obtaining all governmental approvals and shall be constructed solely at the expense of Seller. Seller and Purchaser acknowledge and agree that the existing private roads may not conform to, and are not required to conform to, the specifications set forth on Exhibit "A-2" and that the current access provided by Seller is adequate for Purchaser's intended use. Purchaser agrees that Seller shall not be responsible for damages to Purchaser's vehicles or equipment to the extent resulting from the existing private roads not conforming to the specifications set forth on Exhibit "A-2". Purchaser shall be responsible for damages to the existing private roads caused by Purchaser's vehicles and equipment.



## EXHIBIT "A-1"

## LEGAL DESCRIPTION (DRAINAGE EASEMENT PROPERTY)

All that tract or parcel of land lying and being in Land Lot 52 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

**COMMENCING** at the point formed by the intersection of the northern right of way line of North Decatur Road (right of way varies) and the western right of way line of Burlington Road (right of way varies), said point having Georgia State Plane Coordinates [West Zone] NAD83(94) of North 1378894.22 feet and East 2250726.32 feet; **THENCE** following the western right of way line of Burlington Road North 9 degrees 13 minutes 16 seconds West a distance of 211.38 feet to a point; **THENCE** leaving said right of way line South 71 degrees 39 minutes 30 seconds West a distance of 41.94 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

From said **TRUE POINT OF BEGINNING**, **THENCE** South 02 degrees 05 minutes 55 seconds East a distance of 46.16 feet to a point; **THENCE** South 87 degrees 54 minutes 05 seconds West a distance of 20.00 feet to a point; **THENCE** North 02 degrees 05 minutes 55 seconds West a distance of 40.33 feet to a point; **THENCE** North 71 degrees 39 minutes 30 seconds East a distance of 20.83 feet to a point, said point being the **TRUE POINT OF BEGINNING**; said tract containing 0.02 acres, more or less, all as shown on survey entitled Emory/Burlington Road Substation Boundary Survey, Drawing P230-20, dated December 6, 2010, last revised December 15, 2010, prepared by Travis Pruitt & Associates, Inc., and certified by Jon G. Adams, Georgia Registered Land Surveyor No. 2768.

## EXHIBIT "A-2"

**The New Road Portions must conform to the following: (a) the New Road Portions must be built to the AASHTO (American Association of State Highway and Transportation Officials) HS20-44 standard for axle loading, (b) the New Road Portions must conform with the standards and specifications set forth on the drawings titled Typical Substation Entrance and General Substation Access Drive attached hereto as Exhibit "A-3" and by reference made a part hereof; and (c) the New Road Portions must have sufficient clearance for use by a mechanical crane truck with a vertical height of fourteen (14) feet and being approximately fifty (50) feet in length.**

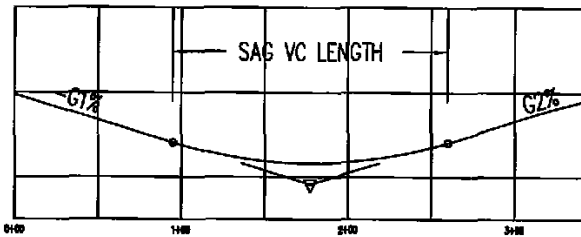


EXHIBIT "A-3"

Typical Substation Entrance and  
General Substation Access Drive

Exhibit "A-3"

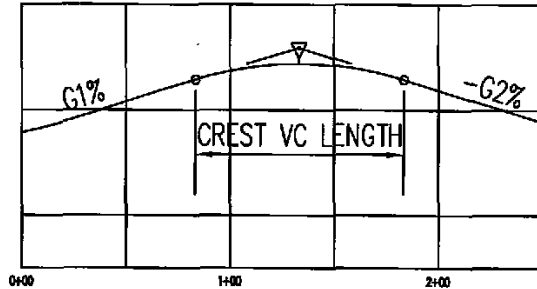
Page 1



SAG VERTICAL CURVE

Approach Slope - G1 (%)	Exit Slope - G2 (%)				
	6	5	4	3	2
6	113	104	94	85	75
5	104	94	85	75	66
4	94	85	75	66	56
3	85	75	66	56	47
2	75	66	56	47	38
1	66	56	47	38	28

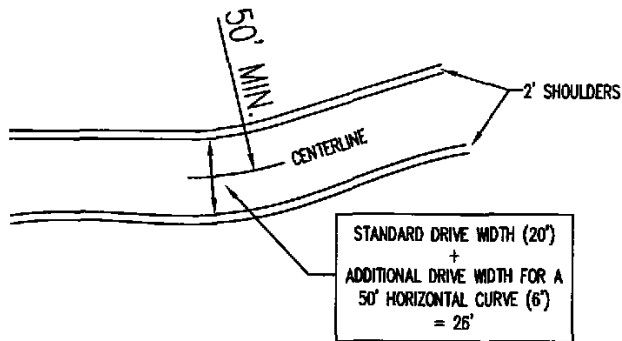
NOTE: VERTICAL CURVE VALUES ARE BASED ON A DESIGN SPEED OF 15 MPH.



CREST VERTICAL CURVE

Approach Slope - G1 (%)	Exit Slope - G2 (%)				
	6	5	4	3	2
6	36	33	30	27	24
5	33	30	27	24	21
4	30	27	24	21	18
3	27	24	21	18	15
2	24	21	18	15	12
1	21	18	15	12	9

NOTE: VERTICAL CURVE VALUES ARE BASED ON A DESIGN SPEED OF 15 MPH.



ADDITIONAL DRIVE WIDTH REQUIREMENTS	
HORIZONTAL CURVE RADIUS	ADDITIONAL DRIVE WIDTH
50' - 100'	6'
101' - 150'	5'
151' - 200'	4'
201' - 400'	3'

ADJUST DRIVE WIDTH AS REQUIRED FOR THE HORIZONTAL CURVE USING THE ADDITIONAL DRIVE WIDTH REQUIREMENTS TABLE.

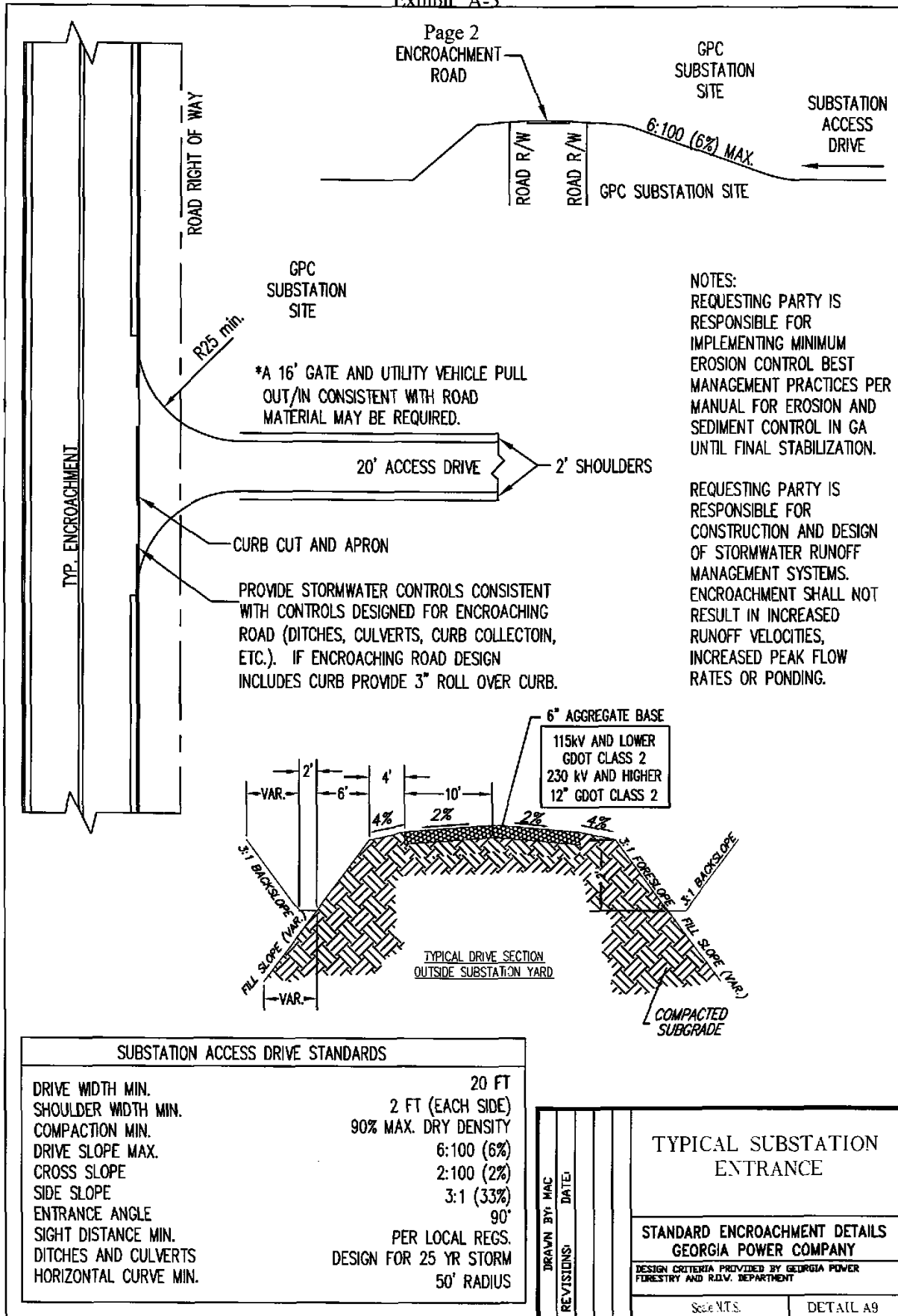
HORIZONTAL CURVE

SUBSTATION ACCESS DRIVE STANDARDS	
STANDARD DRIVE WIDTH MIN.	20 FT
SHOULDER WIDTH MIN.	2 FT (EACH SIDE)
HORIZONTAL CURVE MIN. RADIUS	50 FT (CENTERLINE)
VERTICAL CURVE LENGTH MIN.	100 FT
SLOPE MAX.	6:100 (6%)
CROSS SLOPE MAX.	2:100 (2%)
SIDE SLOPE MAX.	3:1 (33%)
SIGHT DISTANCE MIN.	PER LOCAL REGS.
DITCHES AND CULVERTS	DESIGN FOR 25 YR STORM
COMPACTION MIN.	90% MAX. DRY DENSITY

DRAWN BY: MAC REVISIONS: DATE:	GENERAL SUBSTATION ACCESS DRIVE
	STANDARD ENCROACHMENT DETAILS GEORGIA POWER COMPANY
	DESIGN CRITERIA PROVIDED BY GEORGIA POWER FORESTRY AND R.D.V. DEPARTMENT
	Scale N.T.S.      DETAIL AS



Exhibit "A-3"



SUBSTATION ACCESS DRIVE STANDARDS	
DRIVE WIDTH MIN.	20 FT
SHOULDER WIDTH MIN.	2 FT (EACH SIDE)
COMPACTION MIN.	90% MAX. DRY DENSITY
DRIVE SLOPE MAX.	6:100 (6%)
CROSS SLOPE	2:100 (2%)
SIDE SLOPE	3:1 (33%)
ENTRANCE ANGLE	90'
SIGHT DISTANCE MIN.	PER LOCAL REGS.
DITCHES AND CULVERTS	DESIGN FOR 25 YR STORM
HORIZONTAL CURVE MIN.	50' RADIUS

TYPICAL SUBSTATION ENTRANCE	
STANDARD ENCROACHMENT DETAILS GEORGIA POWER COMPANY	
DESIGN CRITERIA PROVIDED BY GEORGIA POWER FORESTRY AND R.E.W. DEPARTMENT	
Scale N.T.S.	DETAIL A9

## EXHIBIT "A-4"

## LEGAL DESCRIPTION (ACCESS EASEMENT CONNECTION LINE)

THE LINE lying and being in Land Lot 52, 18<sup>th</sup> District, DeKalb County, Georgia, being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING**, commence at the point formed by the intersection of the northwestern right of way of North Decatur Road (right of way varies) and the western right of way of Burlington Road (right of way varies), said point having Georgia State Plane Coordinates [West Zone] NAD83(94) of North 1378894.22 feet and East 2250726.32 feet; **THENCE** along the western right of way of Burlington Road North 09 degrees 13 minutes 16 seconds West a distance of 211.45 feet to 1/2" rebar set, said 1/2" rebar set; **THENCE** South 71 degrees 39 minutes 33 seconds West a distance of 203.48 feet to 1/2" rebar found; **THENCE** North 09 degrees 16 minutes 11 seconds West a distance of 62.57 feet to 1" rod found; **THENCE** North 08 degrees 52 minutes 57 seconds West a distance of 11.36 feet to a point, being the **TRUE POINT OF BEGINNING**; **FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence running north 08 degrees 52 minutes 47 seconds west a distance of 40.00 feet to a point, which point marks the end of this description; all as shown on survey entitled Emory/Burlington Road Substation Boundary Survey, Drawing P230-20, dated December 6, 2010, last revised December 15, 2010, prepared by Travis Pruitt & Associates, Inc., and certified by Jon G. Adams, Georgia Registered Land Surveyor No. 2768.



## Exhibit "B"

**PERMITTED EXCEPTIONS**

1. The lien of ad valorem taxes attributable to the Property for years subsequent to 2010.
2. Right of Way Easement from Ruth H. Gray and Georgia Power Company, dated August 29, 1950, filed for record August 11, 1950 at 3:00 p.m., recorded in Deed Book 816, Page 363, DeKalb County, Georgia Records.
3. Right of Way Easement from Raymond McDaniel and Georgia Power Company, dated August 16, 1971, filed for record September 1, 1971 at 8:45 a.m., recorded in Deed Book 2695, Page 60, DeKalb Records.
4. All matters disclosed by plat recorded in Plat Book 11, Page 26, DeKalb County, Georgia Records.
5. Affidavit of Michael J. Mandl, Executive Vice President, Emory University, dated June 11, 2004, filed for record June 16, 2004 at 2:44 p.m., recorded in Deed Book 16268, Page 799, DeKalb County, Georgia Records. (affects drainage easement only)
6. Georgia Environmental Protection Division Hazardous Site Inventory, Site Number 10121, dated July 1, 2008. (affects drainage easement only)
7. Easement from L. Neal Smith to Georgia Power Company, dated August 10, 1938, filed for record August 17, 1938 at 10:00 a.m., recorded in Deed Book 480, Page 115, DeKalb County, Georgia Records. (affects drainage easement only)
8. Easement from Tufts Associates to Georgia Power Company, dated August 12, 1938, filed for record August 17, 1938 at 10:00 a.m., recorded in Deed Book 480, Page 115, DeKalb County, Georgia Records. (affects drainage easement only)
9. Easement from L. Neal Smith to Georgia Power Company, dated March 13, 1940, filed for record April 3, 1940 at 3:00 p.m., recorded in Deed Book 513, Page 285, DeKalb County, Georgia Records. (affects drainage easement only)
10. Gas Pipeline Easement from Emory University to Atlanta Gas Company, dated July 5, 1946, filed for record July 9, 1946 at 10:00 a.m., recorded in Deed Book 655, Page 489, DeKalb County, Georgia Records. (affects drainage easement only)
11. Easement from Emory University to Georgia Power Company, dated April 20, 1946, filed for record June 14, 1946 at 9:00 a.m., recorded in Deed Book 657, Page 161, DeKalb County, Georgia Records. (affects drainage easement only)
12. Easement from Emory University to Georgia Power Company, dated June 19, 1959, filed for record October 1, 1959 at 11:00 a.m., recorded in Deed Book 1455, Page 645, DeKalb County, Georgia Records. (affects drainage easement only)

Exhibit "B"  
Page 1

GPC EMORY LIMITED WARRANTY DEED V2 2010 12 16

13. Easement from Emory University to Georgia Power Company, dated November 16, 1959, filed for record December 2, 1959 at 4:00 p.m., recorded in Deed Book 1473, Page 250, DeKalb County, Georgia Records. (affects drainage easement only)
14. Right-of-Way Easement from Emory University to Georgia Power Company, dated June 14, 1962, filed for record July 6, 1962 at 3:52 p.m., recorded in Deed Book 1679, Page 560, DeKalb County, Georgia Records. (affects drainage easement only)
15. Right-of-Way Easement from Emory University to Georgia Power Company, dated August 6, 1964, filed for record September 28, 1964 at 10:09 a.m., recorded in Deed Book 1922, Page 442, DeKalb County, Georgia Records. (affects drainage easement only)
16. Right-of-Way Easement from Emory University to Georgia Power Company, dated August 6, 1964, filed for record September 28, 1964 at 10:09 a.m., recorded in Deed Book 1922, Page 442, DeKalb County, Georgia Records. (affects drainage easement only)
17. Permit for Anchors, Guy Poles and Wires from Emory University to Georgia Power Company, dated October 27, 1966, filed for record July 10, 1967 at 10:30 a.m., recorded in Deed Book 2214, Page 664, DeKalb County, Georgia Records. (affects drainage easement only)
18. Drainage rights contained in Right of Way Deed by and between Emory Baptist Church, Inc. and DeKalb County, a political subdivision of the State of Georgia, dated April 7, 1974, filed for record April 26, 1974 at 10:47 a.m., recorded in Deed Book 3168, Page 178, DeKalb County, Georgia Records. (affects drainage easement only)
19. Easement from Emory University to Georgia Power Company, dated July 10, 1978, filed for record August 1, 1978 at 4:04 p.m., recorded in Deed Book 3858, Page 372, DeKalb County, Georgia Records. (affects drainage easement only)
20. Right-of-Way Easement from Emory University to Southern Bell Telephone and Telegraph Company, dated March 8, 1985, filed for record April 16, 1985 at 8:39 a.m., recorded in Deed Book 5190, Page 437, DeKalb County, Georgia Records. (affects drainage easement only)
21. Drainage rights contained in Right of Way Deed by and between Emory University and DeKalb County, a political subdivision of the State of Georgia, dated July 3, 1985, filed for record March 6, 1986 at 12:40 p.m., recorded in Deed Book 5418, Page 91, DeKalb County, Georgia Records. (affects drainage easement only)
22. Matters disclosed by plats recorded in Plat Book 18, Page 107; and Plat Book 14, Page 32, DeKalb County, Georgia Records. (affects drainage easement only)

Exhibit "B"  
Page 2



## Schedule 1

1. (a) If Grantee desires to offer the Fee Property for sale to an entity which is not in the business of providing energy or if Grantee receives an offer to purchase the Fee Property from an entity which is not in the business of providing energy that Grantee wishes to accept, Grantee shall offer Grantor the right to purchase the Fee Property by sending to Grantor written notice (the "Sale Notice") of Grantee's desire to sell the Fee Property, together with either a copy of the most recent written offer from a proposed Grantee or a copy of the economic terms and conditions upon which Grantee proposes to offer to sell, transfer or assign the Fee Property prior to offering to sell, assign or transfer the Fee Property to such entity. Grantor shall have thirty (30) days after receipt of the Sale Notice to exercise its right to purchase by providing written notice ("Grantor's Notice") to Grantee. If Grantor does not so notify Grantee within such time period, such failure to notify shall be deemed to constitute Grantor's election not to purchase.
- (b) If Grantor so notifies Grantee of its desire to so purchase, Grantee shall be bound to sell and Grantor shall be bound to purchase the Fee Property (except as provided in Paragraph 1(c) hereof) in accordance with the terms of the Sale Notice, and otherwise in accordance with Paragraph 1(c) hereof, and the closing of the purchase shall take place on the later of (1) the date for closing set forth in such Sale Notice, or (2) sixty (60) days after Grantee's receipt of Grantor's Notice.
- (c) Grantor shall have forty five (45) days after giving Grantor's Notice (or such longer period of time as is specified in the Sale Notice) (the "Inspection Period") within which to enter upon and examine the Fee Property (and to conduct, without limitation, land, environmental, engineering, zoning and feasibility studies and assessments of the Fee Property, and Grantee herewith grants permission to Grantor, Grantor's agents and any independent contractor selected by Grantor to enter upon the Fee Property for such purposes), and Grantor shall have the absolute right and privilege to terminate Grantor's election to purchase the Fee Property by written notice to Grantee at any time on or before the expiration of the Inspection Period in the event Grantor determines, in its sole discretion and judgment, that the Fee Property is not satisfactory for the use and purposes intended by Grantor, whereupon neither Grantee nor Grantor shall have any further rights, liabilities, duties or obligations with respect to the purchase and sale of the Fee Property under this Limited Warranty Deed, and Grantor shall have no further right of first offer under this Limited Warranty Deed. At closing, title to the Fee Property shall be conveyed by a limited warranty deed in recordable form executed by Grantee, subject to all survey and title matters to which Grantor has not objected during the Inspection Period or to which Grantor did object at least ten (10) days prior to the expiration of the Inspection period but which Grantee notified Grantor, prior to the end of the Inspection Period, would not be cured by Grantee. Notwithstanding the foregoing, if Grantee cannot, with the payment of money or with diligence and in good faith, effect such removal, then Grantee shall not be required so to remove, and Grantor shall either rescind Grantor's exercise of Grantor's right of first offer by written notice to Grantee on or before the date set for closing or shall proceed with closing and acquire the Fee Property subject to such matter, without reduction in the purchase price. Grantee shall satisfy or cure all such title matters consisting of taxes, mortgages, security deeds, mechanic's or materialmen's liens or other such monetary encumbrances (except to the extent created by, caused by or resulting from the acts or omissions of Grantor, anyone claiming under

Grantor, or their respective agents or employees) at or prior to closing. Notwithstanding the foregoing, Grantee shall have no obligation to cure or satisfy any title matter existing at the time of this Limited Warranty Deed, and Grantor shall accept title subject to such matters and such matters shall not be valid objections to title. The other terms of the closing and the payment of costs in connection therewith shall be in accordance with the terms of the Sale Notice, as applicable, and otherwise in accordance with the customs and practices of real estate closings in the Atlanta, Georgia, area.

(d) If after the giving of a Sale Notice, Grantor shall elect not to (or is deemed to have elected not to) purchase the Fee Property, Grantee may proceed to sell, transfer or assign the Fee Property within twelve (12) months after Grantor's written election or deemed election not to purchase the Fee Property, but no such sale shall be made at a price less than ninety percent (90%) of the price offered to Grantor without Grantee first sending to Grantor a subsequent written notice setting forth such new price, in which event Grantor shall have a further period of twenty (20) days after receipt of such written notice in which to give Grantee written notice that Grantor has elected to purchase or not purchase the Fee Property at the new price. If Grantor fails to notify Grantee in writing within such twenty (20) day period that Grantor has elected to so purchase the Fee Property, Grantor shall be deemed to have elected not to purchase the Fee Property. If Grantor notifies Grantee of its desire to so purchase, Grantee shall be bound to sell and Grantor shall be bound to purchase the Fee Property (except that Grantor may terminate its election pursuant to the Inspection Period granted to Grantor in accordance with the terms of this Paragraph 1 of this Schedule 1) in accordance with the terms of the Sale Notice as so revised, and the closing of the purchase shall take place on the date sixty (60) days after Grantee's receipt of Grantor's written election. If Grantor has elected (or is deemed to have elected) as aforesaid not to purchase the Fee Property, and if a sale to any such Grantee is not consummated within twelve (12) months after the final Grantor's election or deemed election, any sale, transfer or assignment thereafter shall be subject to all of the above provisions relating to Grantor's right of first offer. If a sale in accordance with the provisions of this Paragraph 1 to any Grantee is consummated within the time period set forth above, Grantor shall have no further right of first offer hereunder with respect to any subsequent sale, transfer or assignment thereafter, and the use of the Fee Property shall no longer be limited to Substation Purposes.

(e) Notwithstanding any provision of this Paragraph 1 to the contrary, the foregoing provisions of this Paragraph 1 shall not apply to: (i) mortgages, security deeds, deeds of trust, security agreements and any other transfer for the purpose of securing any financing or refinancing of the Fee Property to an unaffiliated party; (ii) foreclosures of or assignments or deeds in lieu of foreclosure of any of the instruments set forth in subparagraph (i) of this grammatical paragraph to an unaffiliated party; and (iii) transfers between or among Grantee's affiliates, subsidiaries or parent.

2. (a) "Option Agreement" means that certain Option for the Purchase and Sale of Real Property between Grantor and Grantee dated December \_\_, 2010.

(b) Except as provided in Paragraphs 1 and 2 of this Schedule 1, Grantee shall not use the Fee Property for any use other than "Substation Purposes" (as hereinafter defined). "Substation Purposes" means an electric substation and ancillary uses related thereto.



(i) If, prior to commencing construction of the substation, Grantee desires to use the Fee Property for any use other than Substation Purposes, Grantee shall notify Grantor (the "Change of Use Notice") of Grantee's desire to use the Fee Property for any use other than Substation Purposes, and Grantor shall have the right and option to purchase the "Property" and the "Easements" (as those terms are defined in the Option Agreement) as set forth in this Paragraph 2 for a purchase price equal to the "Purchase Price" (as defined in the Option Agreement).

(ii) If, at any time after commencing construction of the substation, Grantee desires to use the Fee Property for any use other than Substation Purposes, Grantee shall notify Grantor (the "Change of Use Notice") of Grantee's desire to use the Fee Property for any use other than Substation Purposes, and Grantor shall have the right and option to purchase the "Property" and the "Easements" (as those terms are defined in the Option Agreement) as set forth in this Paragraph 2, exclusive of the "Overhead Transmission Easement" (as that term is defined in the Option Agreement) for a purchase price equal to (x) the "Purchase Price" (as defined in the Option Agreement), reduced by (y) \$320,296.05.

Grantor shall have thirty (30) days after receipt of the Change of Use Notice to exercise its right to purchase by providing written notice ("Grantor's Option Notice") to Grantee. If Grantor does not so notify Grantee within such time period, such failure to notify shall be deemed to constitute Grantor's election not to purchase, and the use of the Fee Property shall no longer be limited to Substation Purposes. If Grantor so notifies Grantee of its desire to so purchase, Grantee shall be bound to sell and Grantor shall be bound to purchase (except as provided in Paragraph 1(c) hereof) the Property and Easements (less and except the Overhead Transmission Easement, if Paragraph 2(b)(ii) above is applicable) in accordance with Paragraph 1(c) hereof (as if "Sale Notice" referred to the Change of Use Notice, and with the purchase price equal to the Purchase Price (reduced by \$320,296.05, if Paragraph 2(b)(ii) above is applicable)), and the closing of the purchase shall take place on the date sixty (60) days after Grantee's receipt of Grantor's Option Notice.

3. Grantee shall install at no cost to Grantor the Network Underground Distribution System to serve the new Hospital, the New Clinic Facilities, the new Research Building, and possible Power Plant which will be located in the Clifton Rd./North Decatur Rd./Andrews Circle/Haygood Rd. Triangle (including all Network Distribution Ductbank, 20 kv Cables and network paralleled transformers and all associated equipment to accomplish this); provided, however, that if the load on such underground distribution system is increased above the load calculations previously provided to Grantee in connection with Grantor's original request for such underground distribution system (such load calculations being 24 MW), Grantor and not Grantee shall bear the installation costs and expenses attributable to such increased load (in determining such installation costs and expenses to be borne by Grantor, Grantee shall take into account any increased revenue Grantee will receive from such increased load).
4. All notices contemplated by this Schedule 1 shall be sent in accordance with the provisions of the Option Agreement.

**SUBJECT PROPERTY**

OWNER: GEORGIA POWER COMPANY (PER TAX ASSESSOR)

ADDRESS: 538 BURLINGTON ROAD, ATLANTA, GA 30307

AREA: 0.34 ACRES ± (PER TAX ASSESSOR)

PARCEL #18 053 03 017

ZONING: RESIDENTIAL DISTRICT

\*ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCES: DEED BOOK 22298 - PAGE 60

**GENERAL NOTES**

THIS EXHIBIT IS FOR THE LEASED PREMISES AND EASEMENTS ONLY AND IS NOT TO BE USED FOR THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL, IN WHOLE OR IN PART. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION, BELIEF AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

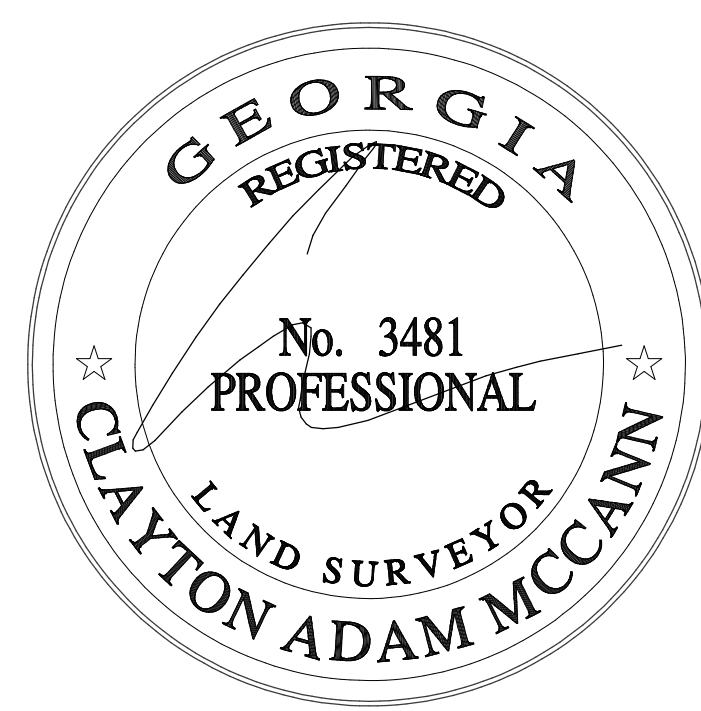
THE FIELD DATA UPON WHICH THIS SURVEY IS BASED ON HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET HORIZONTAL AND 0.12 VERTICAL AT THE 95% CONFIDENCE LEVEL.

EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: CARLSON BRX7 DUAL FREQUENCY RECEIVER, IN COMBINATION WITH A LEICA TCRP1203 ROBOTIC TOTAL STATION. (DATE OF LAST FIELD VISIT: JANUARY 11, 2024)

THE BASIS FOR THE DIRECTIONS AND ELEVATIONS SHOWN HEREON IS: GRID NORTH AS DEFINED BY NAD 83 AND NAVD 88 (GEOID 12B) DATUM, GEORGIA WEST ZONE AND DETERMINED THROUGH RTK-GPS METHODS UTILIZING A GNSS REAL TIME NETWORK SOLUTION BY MCCANN LAND SURVEYORS.

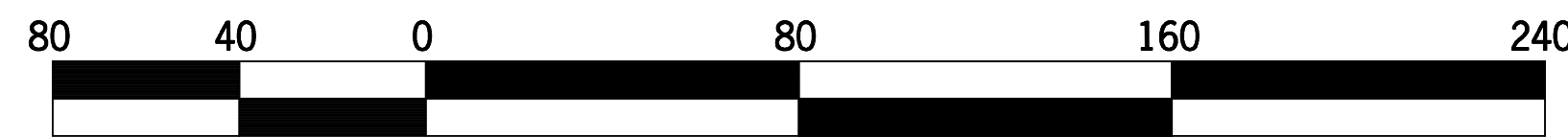
THE 1' CONTOURS SHOWN ON THIS SURVEY ARE ADJUSTED TO NAVD88 DATUM (COMPUTED USING GEOID12B) AND HAVE A VERTICAL ACCURACY OF ±0.5'. CONTOURS OUTSIDE THE IMMEDIATE AREA ARE APPROXIMATE.

NO PORTION OF THIS SITE APPEARS TO BE IN A SPECIAL FLOOD AREA AS DEFINED BY THE DEKALB COUNTY F.E.M.A. F.I.R.M. COMMUNITY PANEL NUMBER 13089 C 0062 K, DATED AUGUST 15, 2019.

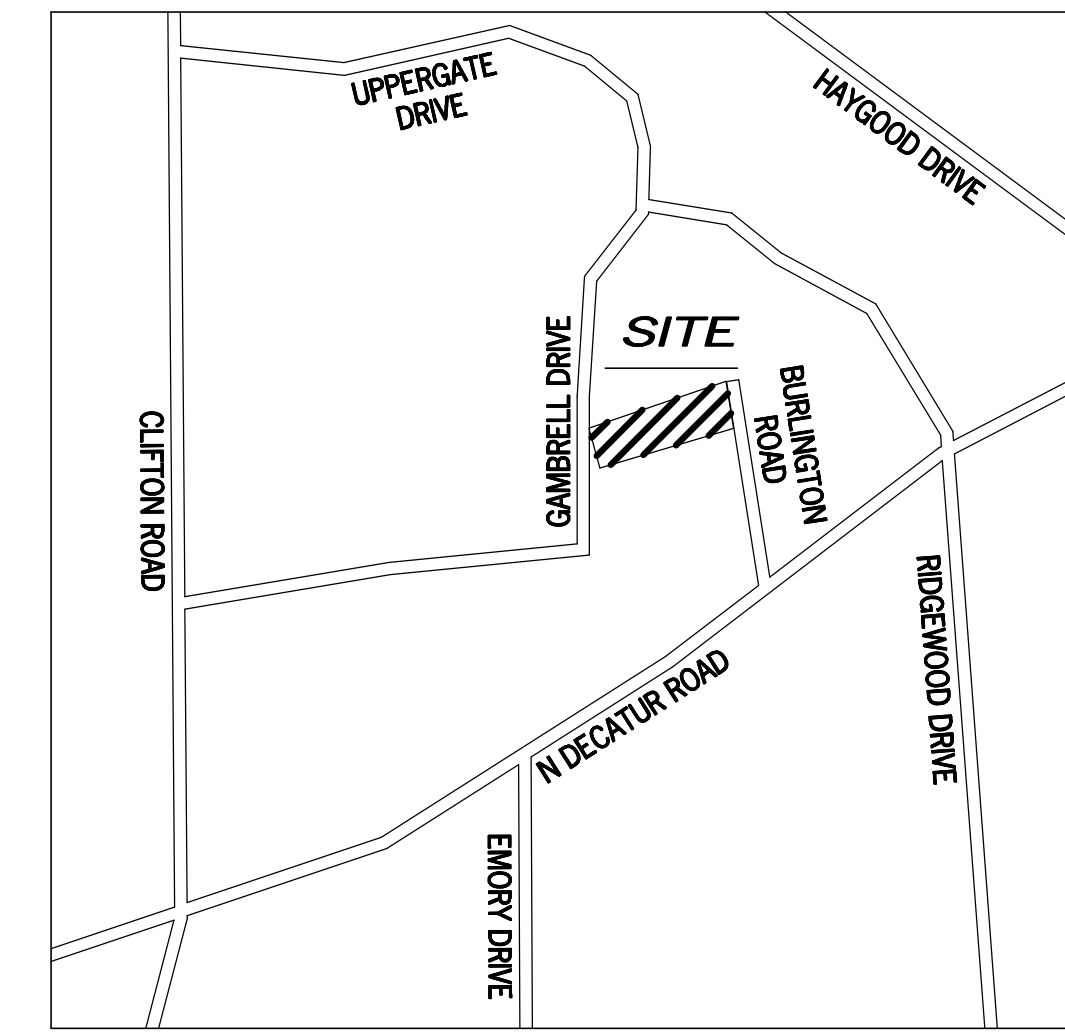
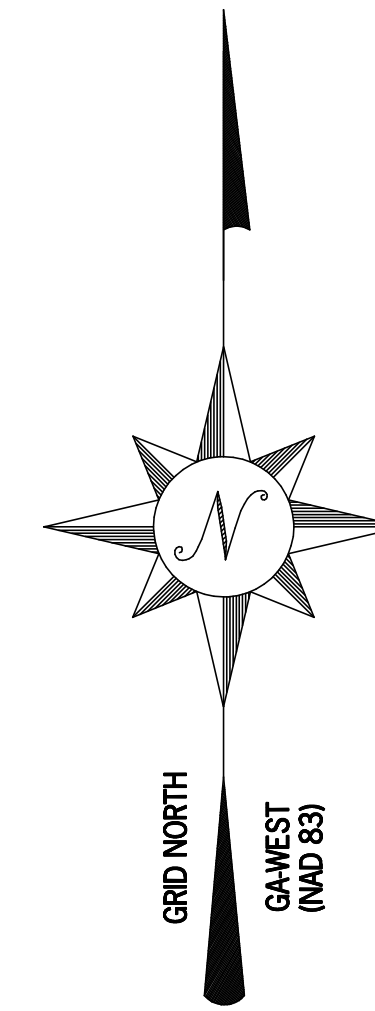
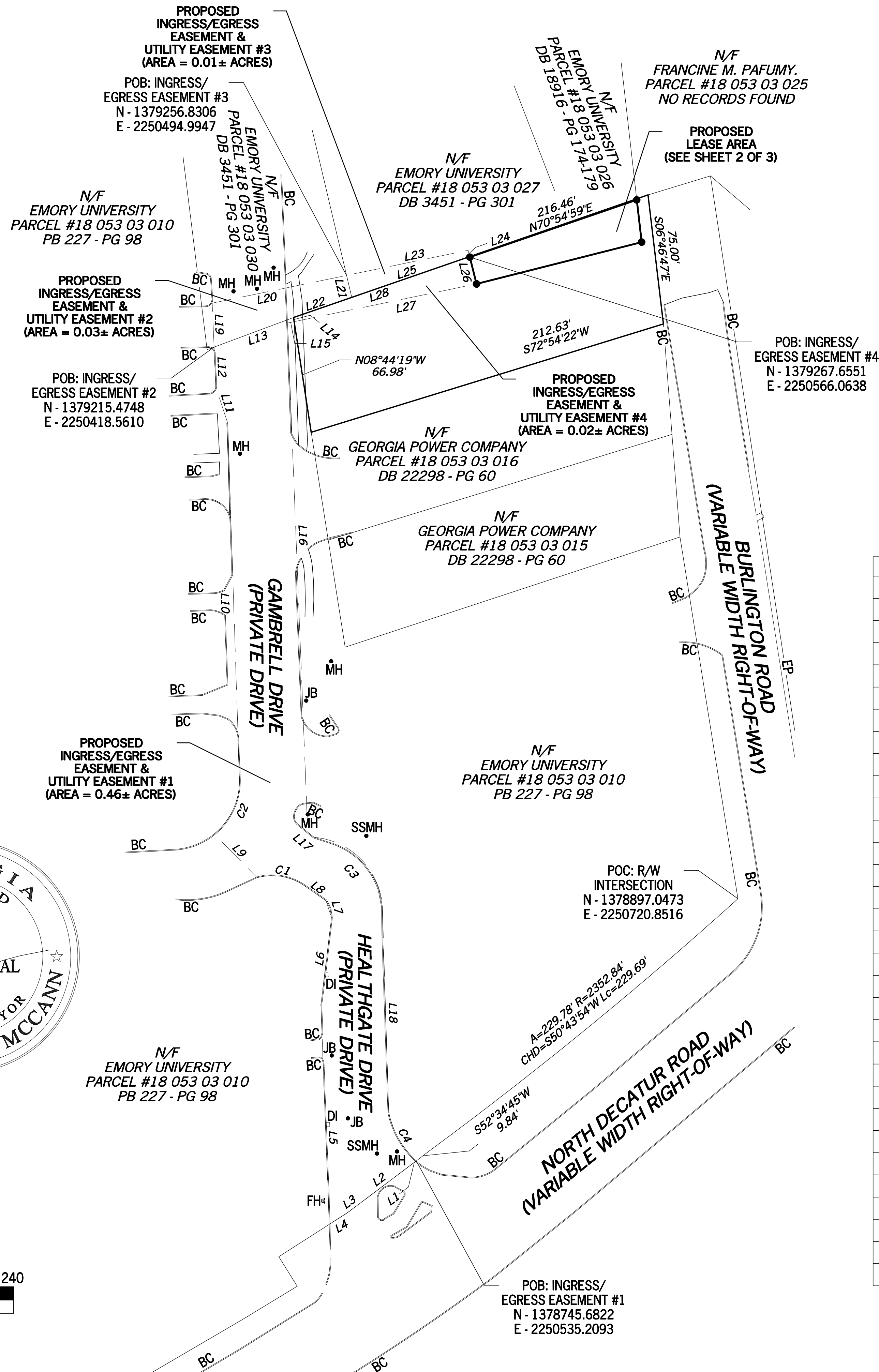


**LEGEND**

- N/F NOW OR FORMERLY
- DB DEED BOOK
- PG PAGE
- IPF IRON PIN FOUND
- OTP OPEN TOP PIPE
- UP UTILITY POLE
- EP EDGE OF PAVEMENT
- BC BACK OF CURB
- OU OVERHEAD UTILITY
- LP LIGHT POLE
- GW GUY WIRE
- MH MANHOLE



GRAPHIC SCALE IN FEET  
1" = 80'



VICINITY MAP  
N.T.S.

**LINE / CURVE TABLE**

LINE	ARC	CHD. BRG.	RADIUS	CHD.
L1	2.82'	S52°34'45"W		
L2	36.74'	S53°00'13"W		
L3	10.17'	S53°25'19"W		
L4	12.47'	S57°18'15"W		
L5	126.93'	N02°09'14"W		
L6	50.57'	N06°56'21"E		
L7	10.34'	N17°54'31"W		
L8	16.43'	N55°13'11"W		
C1	27.23'	N81°34'24"W	33.09'	26.47'
L9	35.40'	N44°39'02"W		
C2	35.46'	N25°16'46"E	39.67'	34.30'
L10	206.23'	N01°53'39"W		
L11	22.11'	N18°02'35"W		
L12	22.96'	N02°28'06"W		
L13	48.91'	N69°38'35"E		
L14	2.36'	S08°44'19"E		
L15	3.95'	S78°19'08"W		
L16	294.12'	S02°16'10"E		
L17	4.70'	S50°50'40"E		
C3	61.16'	S44°39'02"E	43.11'	56.16'
L18	118.95'	S01°46'20"E		
L19	25.35'	N02°28'06"W		
L20	79.17'	N78°19'08"E		
L21	13.07'	S13°17'20"E		
L22	35.54'	S70°54'59"W		
L23	71.63'	N78°19'08"E		
L24	3.79'	S14°01'18"E		
L25	72.02'	S70°54'59"W		
L26	16.22'	S14°01'18"E		
L27	107.45'	S78°19'08"W		
L28	107.56'	N70°54'59"E		

**MCCANN LAND SURVEYORS**

315 SOUTH 9TH STREET  
GRIFFIN, GA 30224  
MCCANNLS.COM  
PHONE: 470-204-7080

EXHIBIT FOR:

**SITE: GA565  
BURLINGTON ROAD**

LAND LOT 52 18TH DISTRICT DEKALB COUNTY, GA

MCLS JOB #23332

DRAWN BY NDW CHECKED BY CDM & CAM

ISSUE DATE 10-5-2023

LAST REVISED 2-12-2024

SHEET NUMBER 1 OF 3





**dish wireless**

**RF Justification: ATATL00930C - 02/28/24**

Jose "Alex" Manriquez

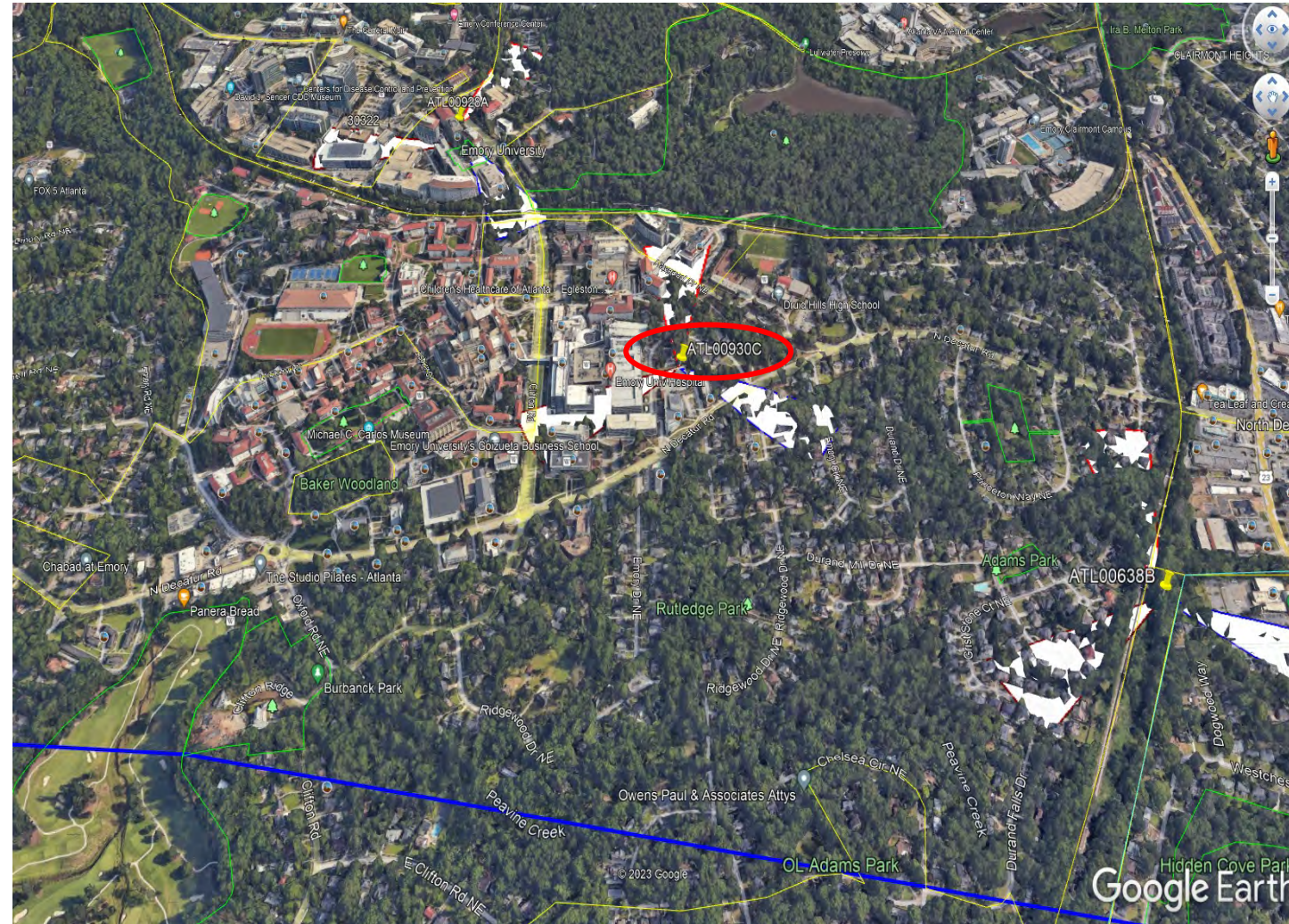




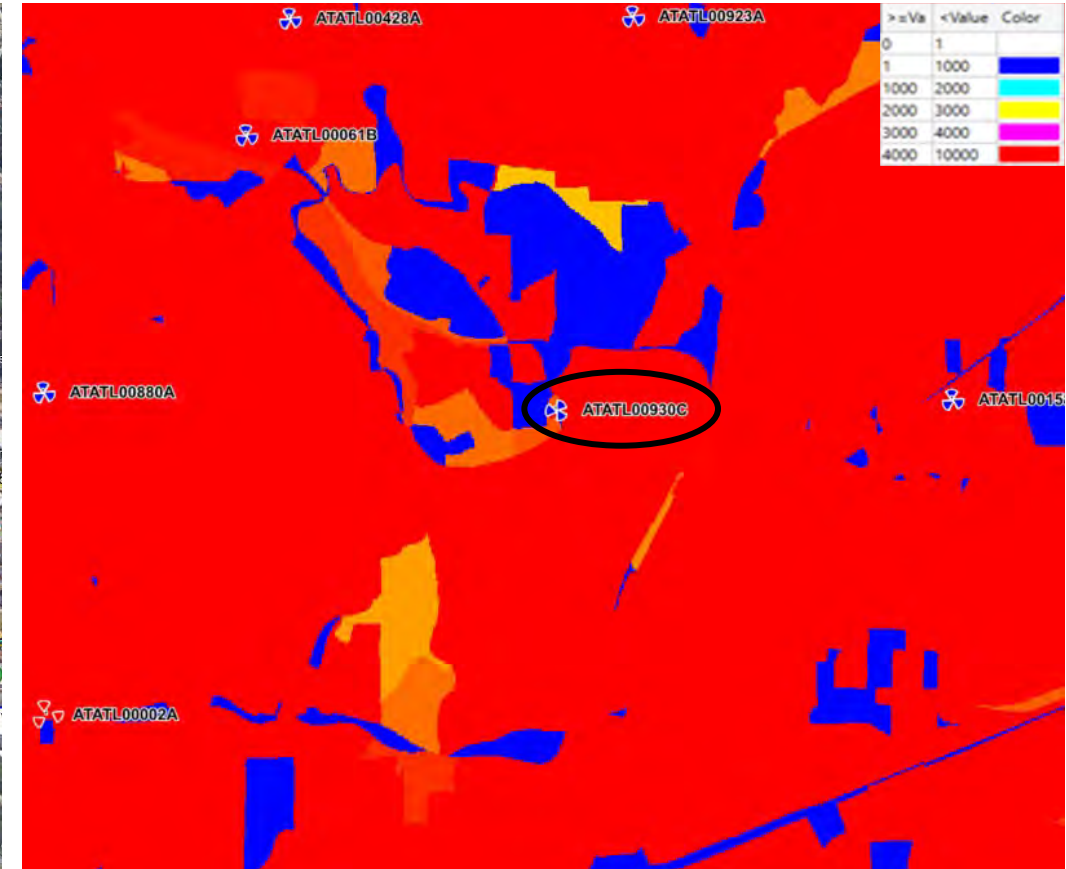


# ATATL00930C – Site Location

Site Location



Traffic Map

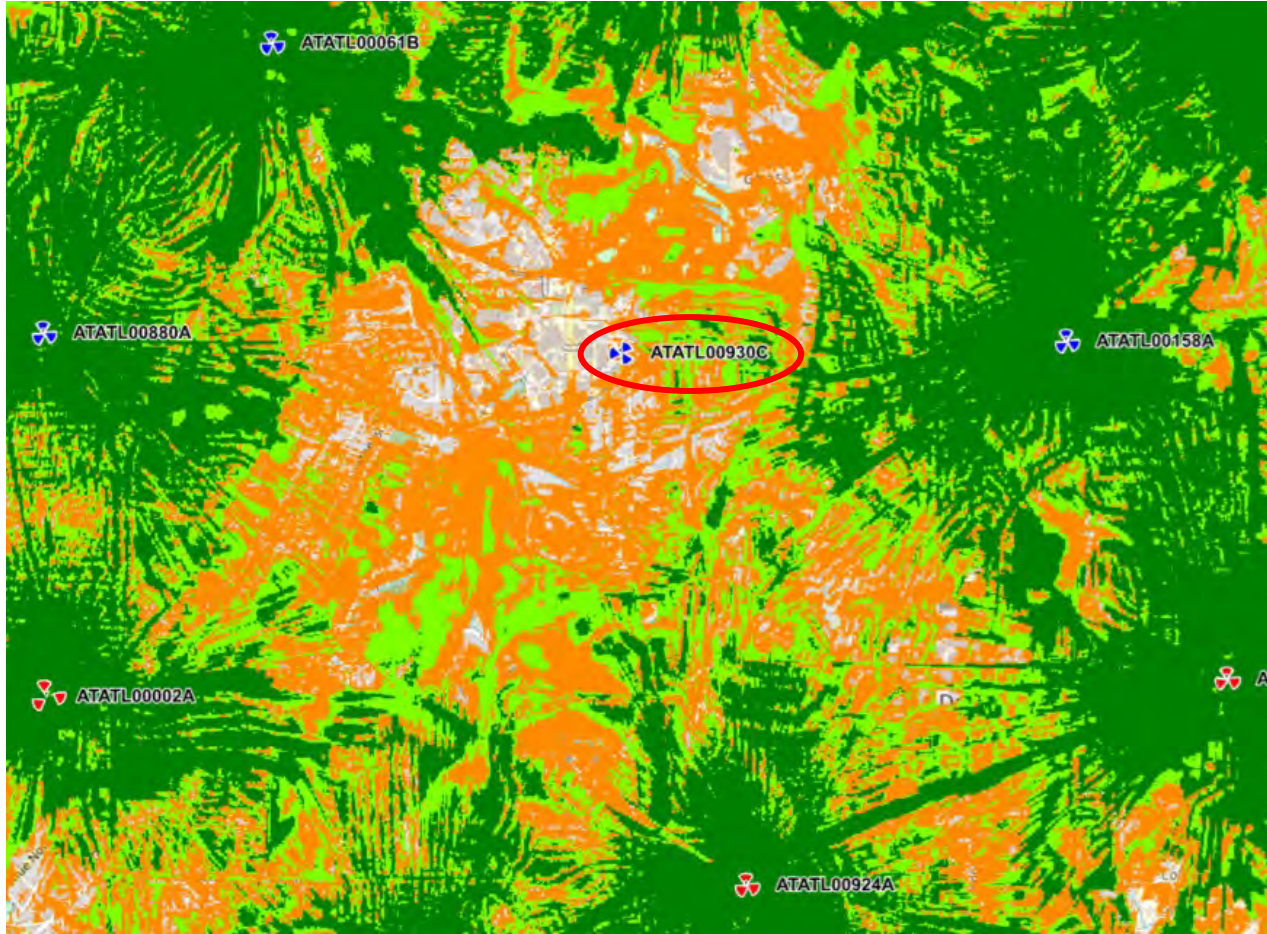




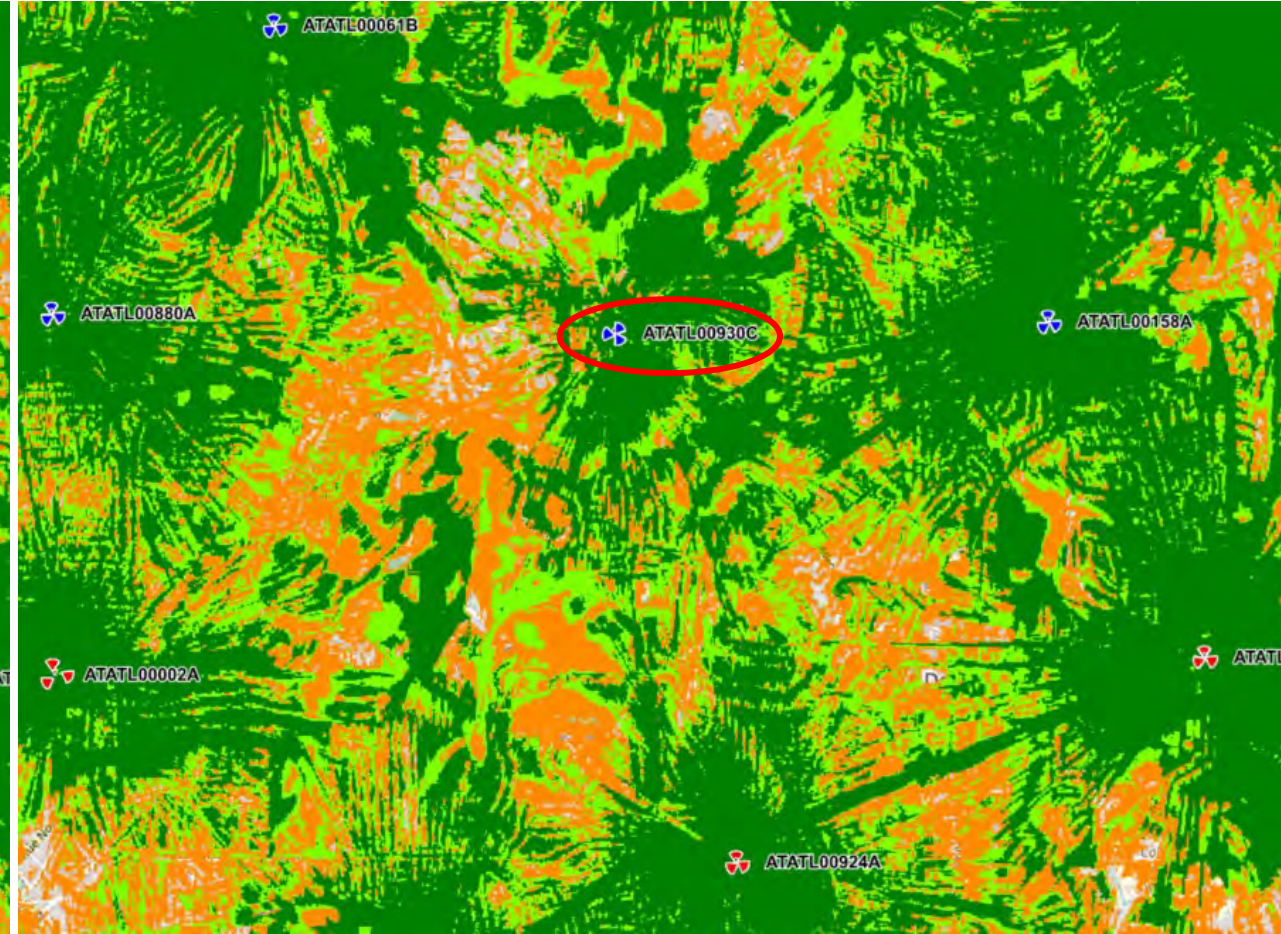


# ATATL00930C – n71 coverage analysis

Low-Band – Site OFF



Low-Band – Site ON





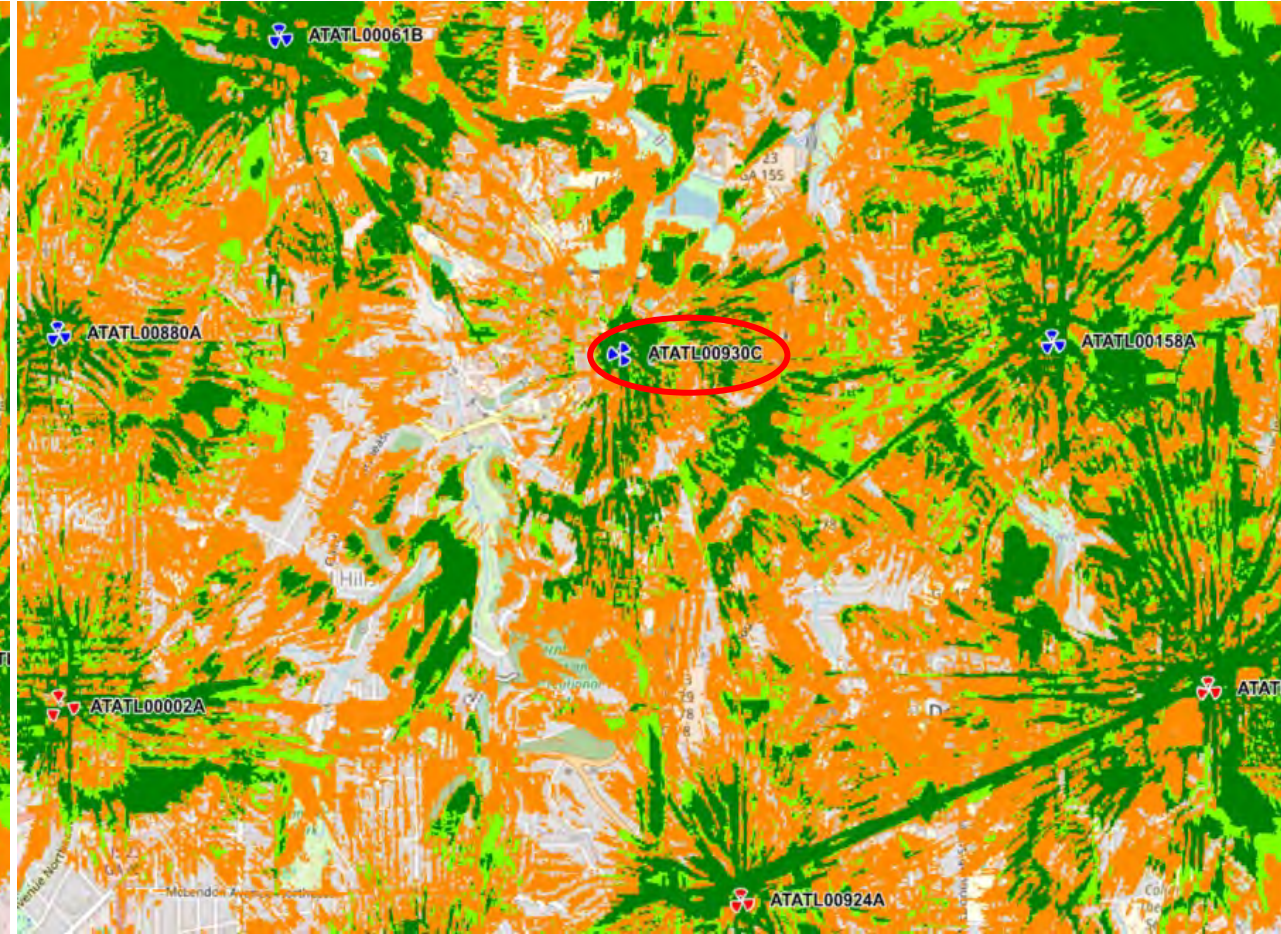


# ATATL00930C – n70 coverage analysis

Mid-Band – Site OFF



Mid-Band – Site ON





March 12, 2025

Re: Community Meeting  
Diamond Communications  
Proposed 150ft Monopine-style Wireless Communications Facility  
538 Burlington Rd NE, Atlanta, GA 30307  
DeKalb County, Georgia

To whom it may concern:

Diamond Communications is planning to file a Special Land Use Permit and Variance applications with DeKalb County for a proposed 150ft Monopine-style wireless communications facility at 538 Burlington Rd NE, Atlanta, GA 30307. The proposed 150ft Monopine-style wireless communications facility will be located on the property of Georgia Power Company.

A community meeting will be held on April 2, 2025 from 6:00pm-7:00pm. The meeting will be held via Zoom in order to accommodate everyone's potential time constraints and limitations. The purpose of the community meeting is to provide neighbors and interested parties with the opportunity to meet with Diamond Communications to ask any questions and/or voice any concerns.

**Below is the call-in information for the Zoom Meeting:**

Topic: Diamond Communications: Emory- Community Meeting  
Time: Apr 2, 2025 06:00 PM Eastern Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/85117158851>

Meeting ID: 851 1715 8851

---

One tap mobile  
+13052241968,,85117158851# US  
+13092053325,,85117158851# US

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Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US

Meeting ID: 851 1715 8851

Find your local number: <https://us02web.zoom.us/j/kcxYJuFYbN>

Please let us know if we can provide any additional information. I can be reached at (843) 414-9754 or [JLY@hellmanyates.com](mailto:JLY@hellmanyates.com)

Thank you so much for all your help with this.

With warmest regards, I am

Very truly yours,

A handwritten signature in blue ink that reads "Jonathan L. Yates". The signature is written in a cursive style with a large initial 'J'.

Jonathan L. Yates for Diamond Communications



# WIRELESS NETWORK CONSULTING

Diamond Communications LLC

GA565

Emory University – DISH Site ATATL00930C

## **RF DESIGN ANALYSIS**

## **RF HEALTH & SAFETY**



# Proposed Site

† Proposed 150' Mono-Pine Tower

† With 5' lightning rod

– 538 Burlington Rd NE Atlanta, GA 30307

- Latitude: 33.791639 (NAD83)
- Longitude: -84.317972 (NAD 83)
- Anchor Tenant: DISH at 146' AGL Centerline
- Site designed for additional tenants



# Site



Google Earth

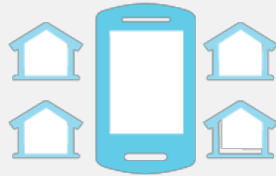
2025

# Keeping customers connected



**82%**

of all mobile data traffic will be video by 2025<sup>1</sup>.



**57%**

of American homes rely exclusively on cellular phones<sup>2</sup>.



**80%**

of 911 calls are placed from a wireless device<sup>3</sup>.

1. Source: BCG, How to Supercharge Your National Digital Transformation, 2018.
2. Source: "Wireless substitution: Early Release of Estimates From the National Health Interview Survey, July–December 2018" National Center for Health Statistics, 2018
3. Source: "9-1-1 Statistics", National Emergency Number Association, 07/2018



# Coverage vs Capacity




- † **Capacity is providing bandwidth or processing capacity to service the customers in the area.**
  - Areas where large numbers of users are in a specific geographic areas
  - Areas where users are demanding higher data rates for services
  - Areas with a large amount of indoor users
- † **Coverage is Providing Service where service does not exist, calls drop, or “no service”.**
  - Areas where sites are farther apart
  - Areas where terrain or buildings block signals
  - Areas where indoor service is low or nonexistent

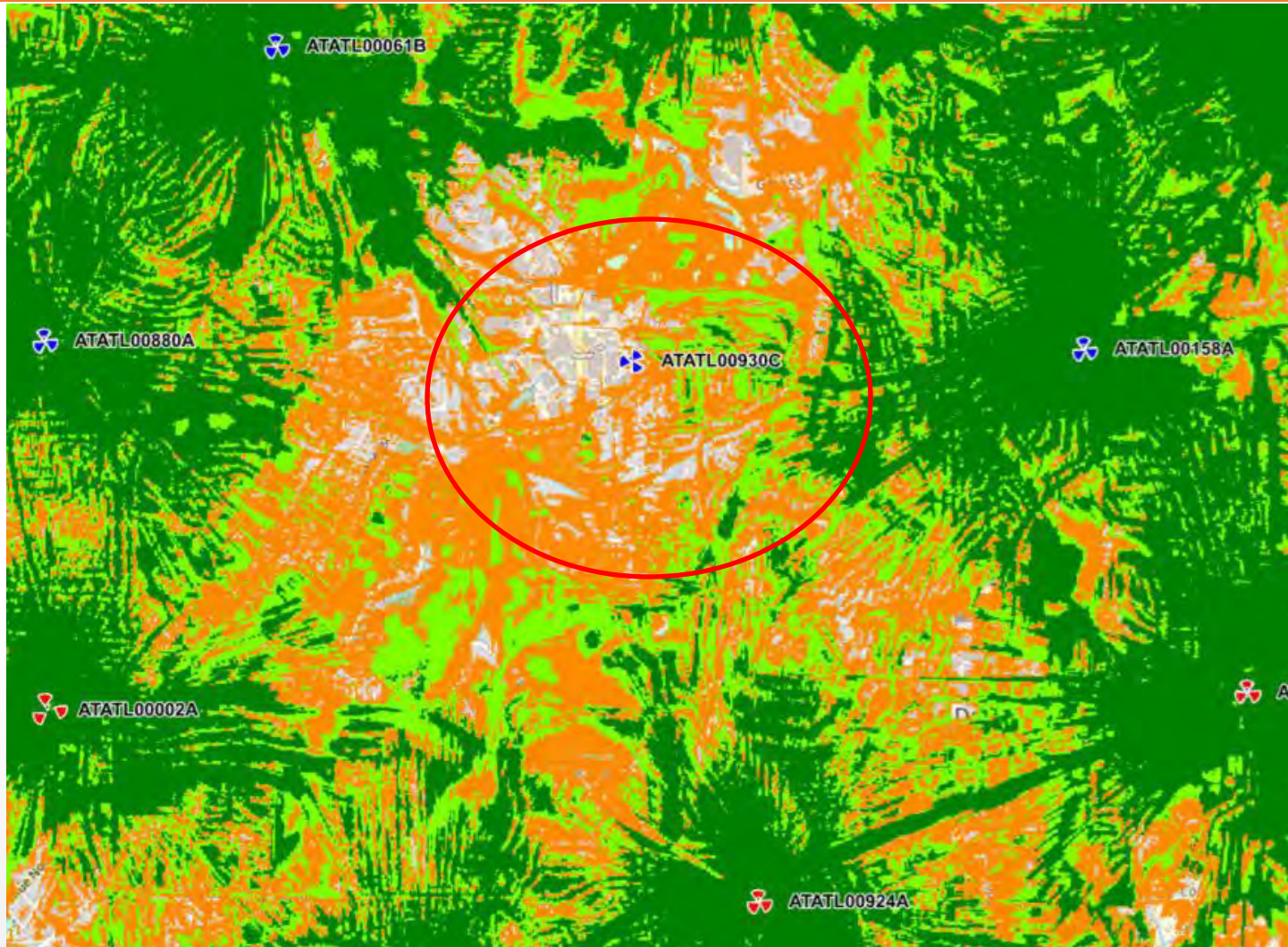
# Why Here?

- † The proposed site is designed to fill a significant gap in service for the facilities at Emory University up to and including the Children's Healthcare, Business schools and Hospital among others and provide indoor service.
- † Proposed would provide service along N Decatur Road and Clifton Rd NE and feeder roads.






# DISH Current Coverage low band (600 MHz)

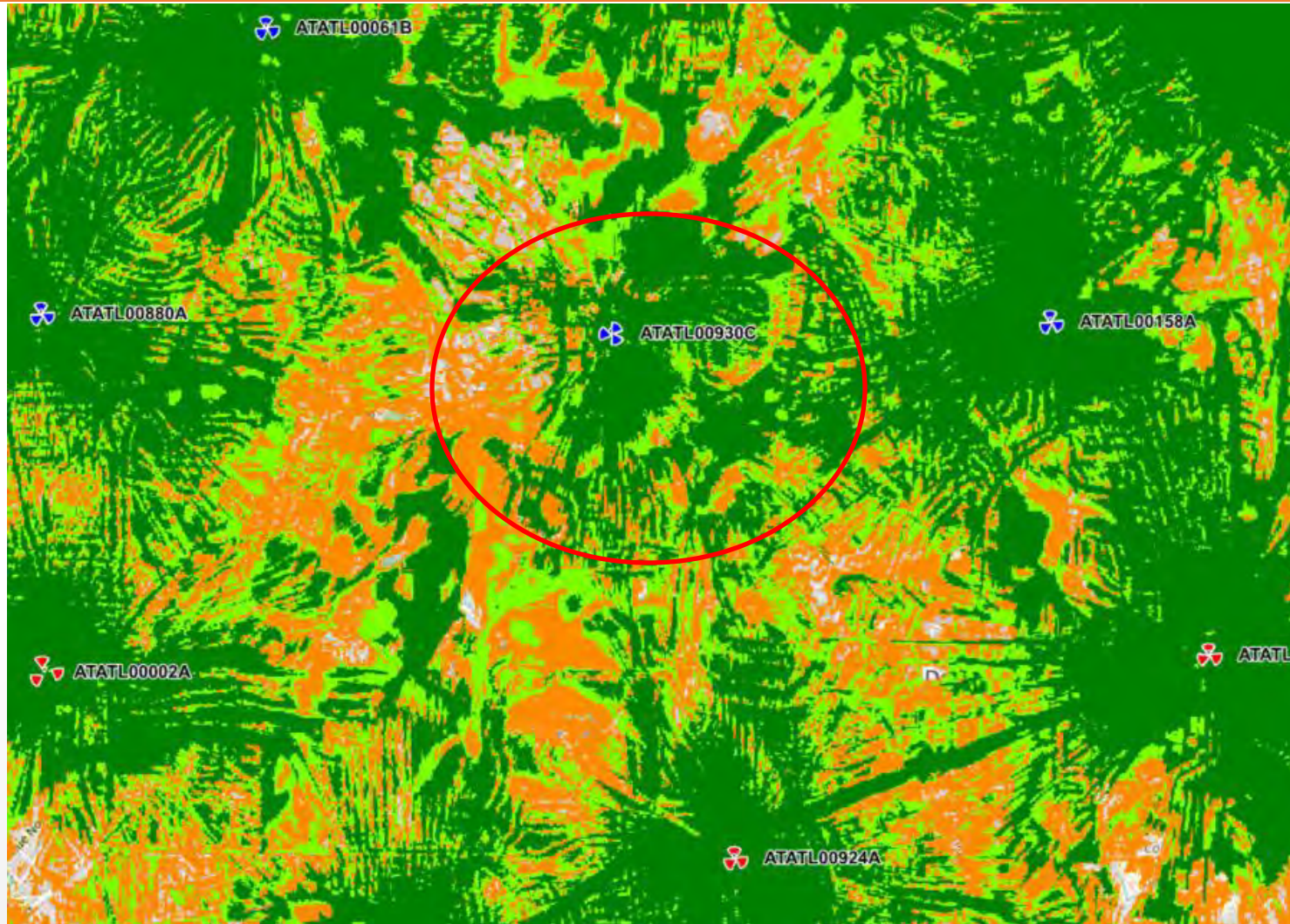
LEGEND	
	Indoor $\geq$ -96.72 dbm
	In-Vehicle $\geq$ -101.72 dbm
	Outdoor $\geq$ -110.72 dbm








# DISH Proposed Coverage low band (600 MHz)

LEGEND	
	Indoor $\geq$ -96.72 dbm
	In-Vehicle $\geq$ -101.72 dbm
	Outdoor $\geq$ -110.72 dbm








# DISH Current Coverage mid band (2100 MHz)

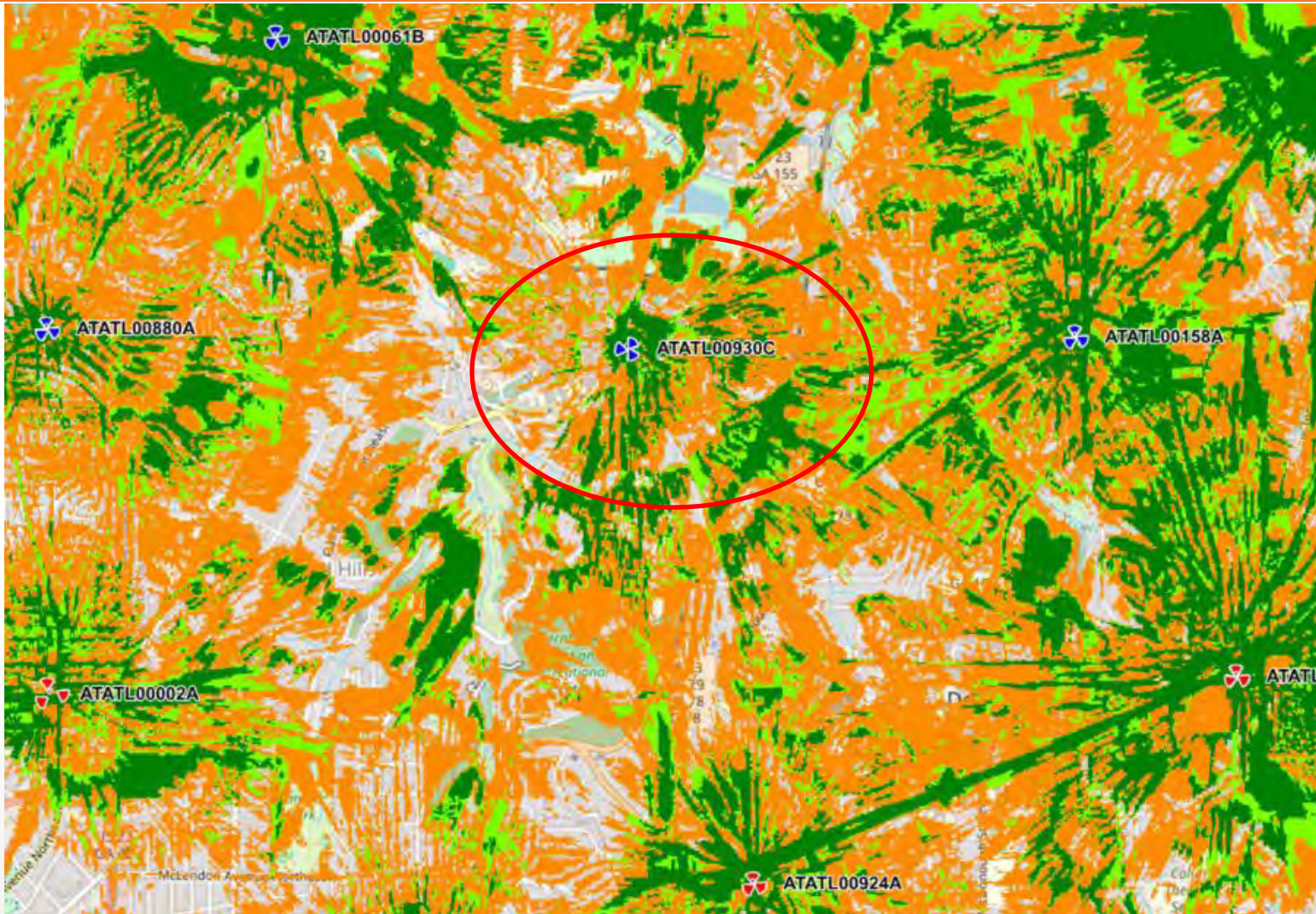
LEGEND	
	Indoor $\geq$ -96.72 dbm
	In-Vehicle $\geq$ -101.72 dbm
	Outdoor $\geq$ -110.72 dbm





# DISH Proposed Coverage mid band (2100 MHz)

LEGEND	
	Indoor $\geq$ -96.72 dbm
	In-Vehicle $\geq$ -101.72 dbm
	Outdoor $\geq$ -110.72 dbm





# Commercial Wireless Carriers

## RF Safety

- † The FCC provides detailed guidance and rules of monitoring and measuring emissions of Wireless Carriers Cell Sites.
- † This is in the form of a bulletin called OET65 which was reviewed for 5G and updated in 2019.
- † The FCC as well as several other groups were involved in producing OET65. Groups such as:
  - American National Standards Institute (ANSI)
  - Institute of Electrical and Electronics Engineers, Inc. (IEEE)
  - National Council on Radiation Protection and Measurements (NCRP)

# Ionizing vs Non-Ionizing

- † There are two (2) types of Energy/Radio Waves
  - **Ionizing**
    - These are waves that can effect human DNA
    - Examples are:
      - Gamma rays
      - X-Rays
    - This is one of the reasons the nurse steps out of the room and you wear a lead overcoat when you get X-Rays at the dentist.
  - **Non- Ionizing**
    - These are waves do not effect human DNA
    - Examples are:
      - Car Radios
      - Television
      - Wi-Fi Access points and routers
      - Bluetooth headsets
      - Cellphones and Smartphones
      - Lightbulbs
      - Wireless Baby Monitors
      - TV remotes
  - Absorption of waves is proximity based, the closer you are to the antenna the more non-ionizing energy is absorbed. You will absorb 50% of the FCC's General Public limit with your smartphone next to your ear versus less than 10% of the FCC's General Public limit from the antennas when you are standing 20' away from the proposed tower.
  - The further you walk away from the tower it decreases even more.



# Non-Ionizing

- † The only established side effect of cell phone radio waves is heat.
  - Ever noticed that when a light bulb is on for a period it gets warm?
  - Ever noticed when you talk on the cell phone for a period that it gets warm?
- † This is because the amplifier in the phone generates the radio waves and heat at the same time.
- † **The FCC limits ensure the amount of heat that is being generated close to individuals is within the tolerances required**

# General Public & Occupational limits

† The FCC isolated two (2) groups relative to access around wireless antennas

† The first group is called Occupational

- This refers to areas where workers would be allowed (general public cannot access) but the workers would not have knowledge about antennas (An example would be an Air Conditioner Repair Technician). Barriers or signage may be needed to alert the worker when close to the antennas.
  - Examples are:
    - Rooftop access behind a locked door
    - Compound access behind a locked gate
  - The FCC determined the safe value and then lowered by a factor of 10 and that is the value the wireless carriers use in the studies
  - The exposure levels are averaged over 6 minutes

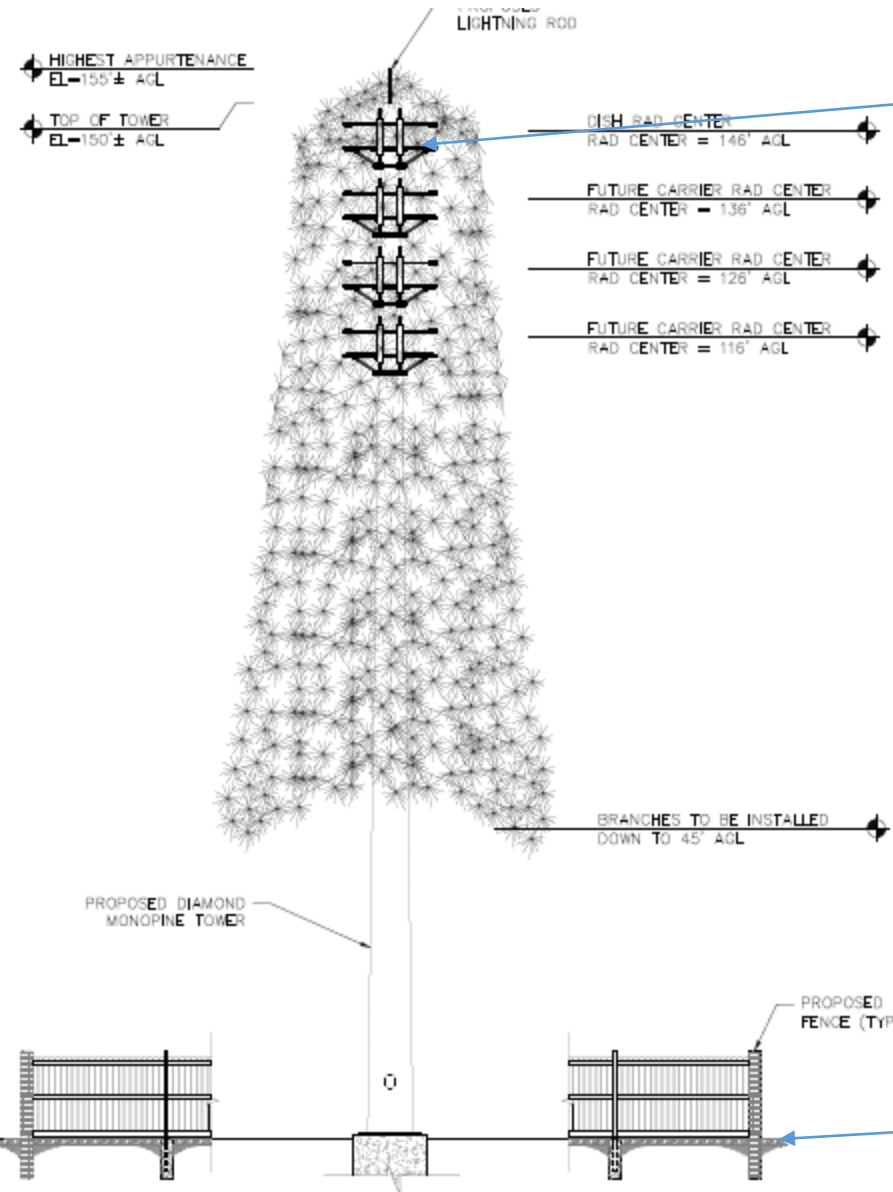
† The second group is called General Public

- Uncontrolled access (General Public)
  - This group is for areas with general public access, the public would not have a knowledge of an antenna being close to them
  - Examples are:
    - Sidewalks
    - Parks
    - Public accessed buildings
  - The FCC determined the safe value and then lowered by a factor of 50 and that is the value the wireless carriers use in the studies
  - The exposure levels are averaged over 30 minutes

† Compare the value for a tower which is 1mW to the power of a smartphone which is 200mW of power.



# Power Levels below a tower



Main beam of the antenna

- Power levels on the ground around the tower are much less than what is at the antennas
- Power on the ground adjacent to the tower is 1/1000 of the power compared to what is at the antenna

1/1000 of the power on the ground around the site

# Frequency Bands / 5G

- † There are two (3) types of 5G deployments
- † 5G on existing bands in use
  - Carriers have been using these frequency bands already for 4G service
  - 5G technology is being overlaid in place of 4G
  - Just like when 4G replaced 3G or 3G replaced 2G, same concept
- † 5G on recently auctioned bands
  - C-Band frequencies
  - New frequency band for Commercial Wireless Carriers
- † Millimeter wave – 28 & 39 GHz
  - These are the frequency bands used on small cells
  - They typically cover only 2 or 3 city blocks
  - Small cells are typically built in Urban or heavy suburban area
  - Small cells are usually placed on right of way light poles
- † Regardless of what band is being used the FCC still regulates all wireless carriers and they must follow the FCC guidelines noted in OET bulletin 65



# Diamond Towers

## GA565 Emory University

- † The safety of Radio Frequency (RF) emissions has been studied for more than 60 years, and the research is under constant review by governments, health agencies, and standard-setting organizations in the U.S. and around the world.
- † These organizations have all reached the same general scientific conclusion: there are no established health hazards from exposure to RF emissions that are below the FCC limits.
- † All License holders that are governed by the Federal Communications Commission (FCC) follow the published standard for RF Emissions which is OET 65.
- † The Mystery Valley site would generate less than 10% of the Federal Maximum permissible Exposure (MPE) General Public Limit.
- † **The Emory University site proposed by Diamond towers is well within the FCC guidelines and meets the OET65 requirements.**
- † For independent studies on RF, visit the websites:
  - American Cancer Society
  - Federal Communications Commission
  - International Commission on Non-Ionizing Radiation Protection
  - World Health Organization

# Federal Communications Commission (FCC)

- † The Federal Communications Commission (FCC) regulates the use of all wireless licenses.
- † The FCC is required by the National Environmental Policy Act of 1969, among other things, to evaluate the effect of emissions from FCC-regulated transmitters on the quality of the human environment.
- † The Commission's requirements are detailed in Parts 1 and 2 of the FCC's Rules and Regulations [47 C.F.R. 1.1307(b), 1.1310, 2.1091, 2.1093]. (See Report and Order, FCC 96-326)
- † On August 1, 1996, the Commission adopted the National Council on Radiation Protection and Measurements (NCRP)'s recommended Maximum Permissible Exposure limits for field strength and power density for the transmitters operating at frequencies of 300 kHz to 100 GHz and this has been re-studied as recently as 2019.
- † In addition, the Commission adopted the specific absorption rate (SAR) limits for devices operating within close proximity to the body as specified within the ANSI/IEEE C95.1-1992 guidelines.
- † OET Bulletin 56 was published in August of 1999 and it discusses Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields



# Maximum Permissible Exposure limits

## † Occupational Limits from OET65

- The power density limits are:
  - 300-1500 MHz – frequency/300 mW/cm<sup>2</sup> averaged over 6 minutes
  - 1900 MHz and above – 5mW/cm<sup>2</sup> averaged over 6 minutes
- The limit is conservative by a factor of 10

## † General Public Limits from OET65

- The power density limits are:
  - 300-1500 MHz – frequency/1500 mW/cm<sup>2</sup> averaged over 30 minutes
  - 1900 MHz and above – 1mW/cm<sup>2</sup> averaged over 30 minutes
- The limit is conservative by a factor of 50



September 26, 2024

Brandon L. White, MPA, AICP  
"Current Planning" Zoning Manager  
Dekalb County  
1300 Commerce Dr. Decatur GA 30030

**RE: Diamond Communications LLC proposal for a 150 foot monopine cell tower on the property of Georgia Power Company at 538 Burlington Rd. NE Atlanta GA.**

Dear Mr. White,

We have reviewed the proposal by Diamond Communications LLC (Diamond) for a 150 foot monopine cell tower Georgia Power Company (GPC) property located at 538 Burlington Rd. NE Atlanta, GA. We further understand the proposed Diamond monopine cell tower has been designed for Dish Wireless, Verizon Wireless, GPC and two future tenants. In addition, we understand that the proposed 150 foot monopine cell tower will be located as close as 12 feet to adjacent properties, parcels 1805303027 and 1805303026, owned by Emory University. Finally, we understand Georgia Professional Engineer, Amy R. Herbst, has certified the proposed 150 foot monopine cell tower will be designed with a fall zone, thus not encroaching on any adjacent property in the case of a catastrophic event.

Furthermore, we have discussed with Diamond the potential for future colocation of Emory University wireless equipment on the proposed tower. We believe the development of a modern communication tower at this location with access for colocation of Emory wireless equipment will ensure enhanced communication to support campus operations long into the future. Additionally, we understand that GPC plans to attach communication equipment to this tower. GPC's substation at this location serves the University campus and its smooth operation is essential for campus operations and security.

After a thorough review of Diamond's proposal, we agree with the cell tower location proposed on the GPC property and acknowledge and accept the distance from the proposed monopine cell tower to adjacent property lines. We fully support Diamond Communications and Dish Wireless in their application to Dekalb County for the proposed monopine cell tower.

We realize the need for effective wireless infrastructure throughout Dekalb County and are certain the proposed monopine cell tower will greatly assist with this goal. If you have any questions, or if you can provide any clarification on this letter of support, please do not hesitate to contact me at 202.422.6581.

Respectfully,

Robin A. Morey  
Vice President for Campus Services and Chief Planning Officer



# Community Meeting Video

<https://www.dropbox.com/scl/fo/lehi2u5rk0iavesgqw3hu/AF68k1T-KqVZe-Raa39ROKY?rlkey=8u5t7tuxftgtcqaonrpd06ab1&st=6d6qt8uz&dl=0>



**DEPARTMENT OF PLANNING & SUSTAINABILITY**

**AUTHORIZATION**

The property owner should complete this form or a similar signed and notarized form if the individual who will file the application with the County is not the property owner.

Date: 6/13/2025

TO WHOM IT MAY CONCERN:

(I), (WE) Georgia Power Company  
Name of owners(s) (If more than one owner, attach a separate sheet)

Being (owner) (owners) of the subject property described below or attached hereby delegate authority to:

Jonathan L. Yates

Name of Agent or Representative

to file an application on (my), (our) behalf.

**NADEEM FAIZI**  
Notary Public - State of Georgia  
Gwinnett County  
Commission Expires, 04-28-2029

[Signature]  
06/13/2025

Notary Public

[Signature]

Owner

Notary Public

Owner

Notary Public

Owner

Notary Public

Owner

Notary Public

Owner



**DEPARTMENT OF PLANNING & SUSTAINABILITY**

**DISCLOSURE OF CAMPAIGN CONTRIBUTION**

In accordance with the Conflict of Interest in Zoning Act, OCGA Chapter 36-67A, the following questions must be answered.

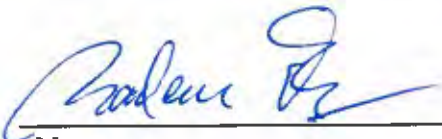
Have you, the applicant, made \$250.00 or more in campaign contribution to a local government official within two years immediately preceding the filling of this application?

Yes \_\_\_\_\_ No X \*

If the answer is yes, you must file a disclosure report with the governing authority of DeKalb County showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution.

The disclosure must be filed within 10 days after the application is first filed and must be submitted to the C.E.O. and to the Board of Commissioners of DeKalb County, 1300 Commerce Drive, Decatur, GA 30030.

  
\_\_\_\_\_  
Notary

  
\_\_\_\_\_  
Signature of Applicant /Date

Check one: Owner ✓ Agent \_\_\_\_\_

04/28/2029  
\_\_\_\_\_  
Expiration Date/ Seal

<p><b>NADEEM FAIZI</b> Notary Public - State of Georgia Gwinnett County Commission Expires, 04-28-2029</p>
------------------------------------------------------------------------------------------------------------------------

\*Notary seal not needed if answer is "no".



Chief Executive Officer  
Michael Thurmond

**DEPARTMENT OF PLANNING & SUSTAINABILITY**

Interim Director  
Cedric Hudson

**PRE-APPLICATION FORM**  
**REZONE, SPECIAL LAND USE PERMIT, MODIFICATION, AND LAND USE**  
**(Required prior to filing application: signed copy of this form must be submitted at filing)**

Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tax Parcel ID: \_\_\_\_\_ Comm. District(s): \_\_\_\_\_ Acreage: \_\_\_\_\_

Existing Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_

Supplemental Regs: \_\_\_\_\_ Overlay District: \_\_\_\_\_ DRI: \_\_\_\_\_

**Rezoning:** Yes \_\_\_\_ No \_\_\_\_

Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_ Square Footage/Number of Units: \_\_\_\_\_

Rezoning Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Land Use Plan Amendment:** Yes \_\_\_\_ No \_\_\_\_

Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_ Consistent \_\_\_\_ Inconsistent \_\_\_\_

**Special Land Use Permit:** Yes \_\_\_\_ No \_\_\_\_ Article Number(s) 27- \_\_\_\_\_

Special Land Use Request(s): \_\_\_\_\_

\_\_\_\_\_

**Major Modification:**

Existing Case Number(s): \_\_\_\_\_

Condition(s) to be modified:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**WHAT TO KNOW BEFORE YOU FILE YOUR APPLICATION**

Pre-submittal Community Meeting: \_\_\_\_\_ Review Calendar Dates: \_\_\_\_\_ PC: \_\_\_\_\_ BOC: \_\_\_\_\_  
 Letter of Intent: \_\_\_\_\_ Impact Analysis: \_\_\_\_\_ Owner Authorization(s): \_\_\_\_\_ Campaign Disclosure: \_\_\_\_\_  
 Zoning Conditions: \_\_\_\_\_ Community Council Meeting: \_\_\_\_\_ Public Notice, Signs: \_\_\_\_\_  
 Tree Survey, Conservation: \_\_\_\_\_ Land Disturbance Permit (LDP): \_\_\_\_\_ Sketch Plat: \_\_\_\_\_  
 Bldg. Permits: \_\_\_\_\_ Fire Inspection: \_\_\_\_\_ Business License: \_\_\_\_\_ State License: \_\_\_\_\_  
 Lighting Plan: \_\_\_\_\_ Tent Permit: \_\_\_\_\_ Submittal Format: NO STAPLES, NO BINDERS PLEASE

**Review of Site Plan**

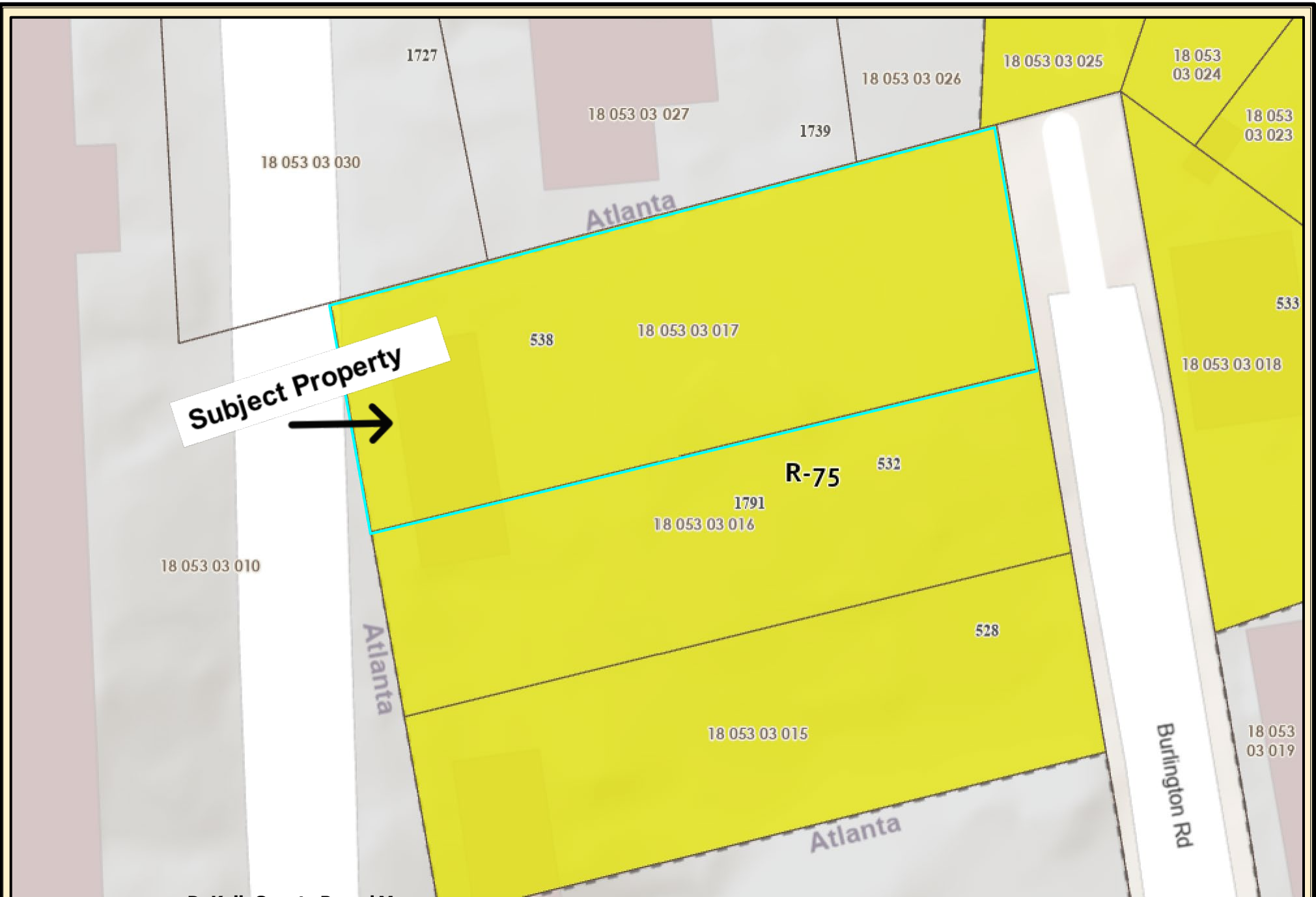
Density: \_\_\_\_\_ Density Bonuses: \_\_\_\_\_ Mix of Uses: \_\_\_\_\_ Open Space: \_\_\_\_\_  
 Enhanced Open Space: \_\_\_\_\_ Setbacks: front \_\_\_\_\_ sides \_\_\_\_\_ side corner \_\_\_\_\_ rear \_\_\_\_\_  
 Lot Size: \_\_\_\_\_ Frontage: \_\_\_\_\_ Street Widths: \_\_\_\_\_ Landscape Strips: \_\_\_\_\_  
 Buffers: \_\_\_\_\_ Parking Lot Landscaping: \_\_\_\_\_ Parking - Auto: \_\_\_\_\_ Parking - Bicycle: \_\_\_\_\_  
 Screening: \_\_\_\_\_ Streetscapes: \_\_\_\_\_ Sidewalks: \_\_\_\_\_ Fencing/Walls: \_\_\_\_\_  
 Bldg. Height: \_\_\_\_\_ Bldg. Orientation: \_\_\_\_\_ Bldg. Separation: \_\_\_\_\_ Bldg. Materials: \_\_\_\_\_  
 Roofs: \_\_\_\_\_ Fenestration: \_\_\_\_\_ Façade Design: \_\_\_\_\_ Garages: \_\_\_\_\_ Pedestrian Plan: \_\_\_\_\_  
 Perimeter Landscape Strip: \_\_\_\_\_  
 Possible Variances: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

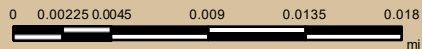
Planner: \_\_\_\_\_ Date: \_\_\_\_\_

**FILING FEES**

<b>REZONING:</b>	RE, RLG, R-100, R-85, R-75, R-60, MHP, RSM, MR-1	\$500.00
	RNC, MR-2, HR-1, HR-2, HR-3, MU-1, MU-2, MU-3, MU-4, MU-5	\$750.00
	OI, OD, OIT, NS, C1, C2, M, M2	\$750.00
<b>LAND USE MAP AMENDMENT</b>		\$500.00
<b>SPECIAL LAND USE PERMIT</b>		\$400.00



**DeKalb County Parcel Map**



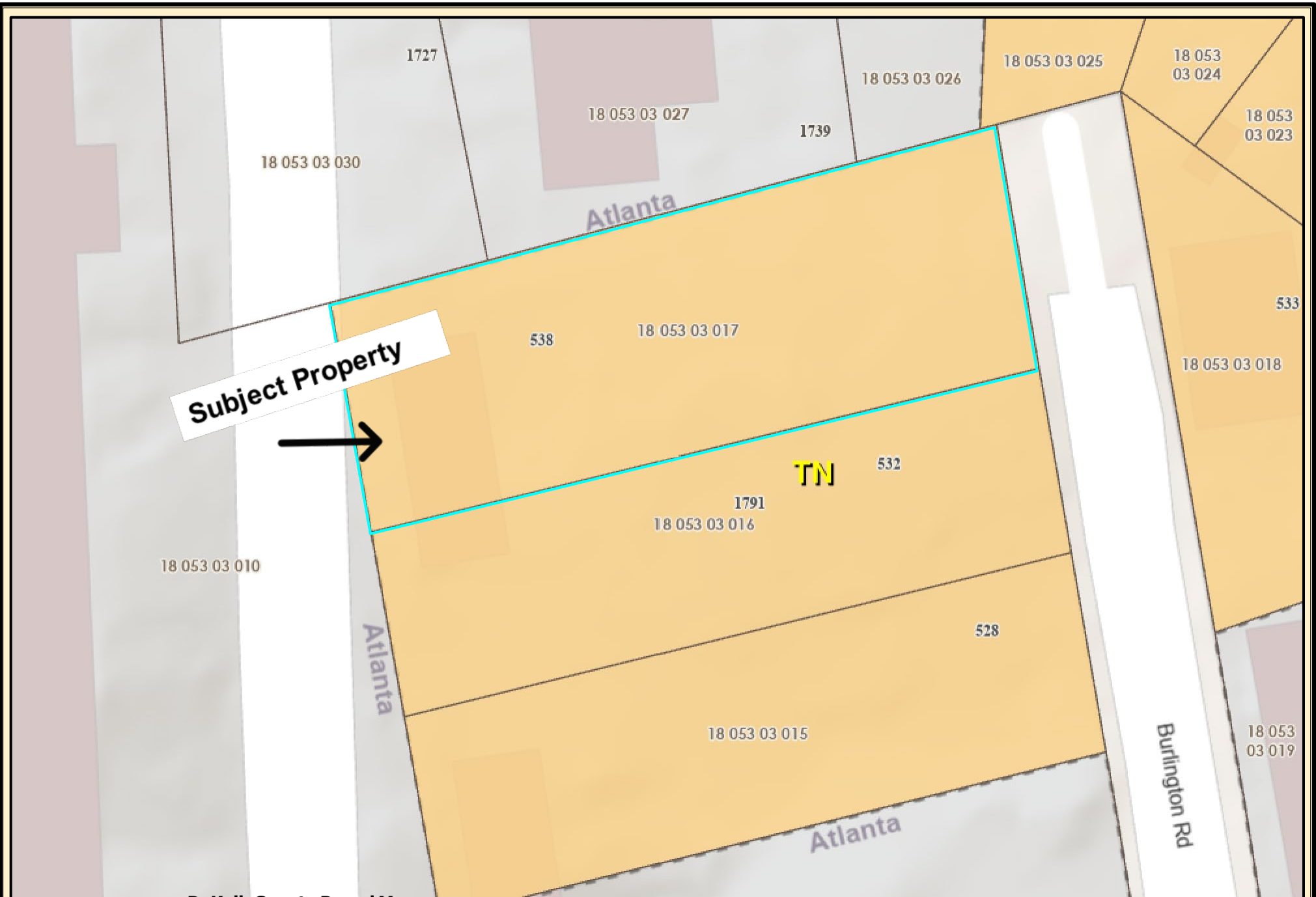
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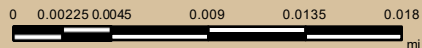




**Subject Property**



**DeKalb County Parcel Map**



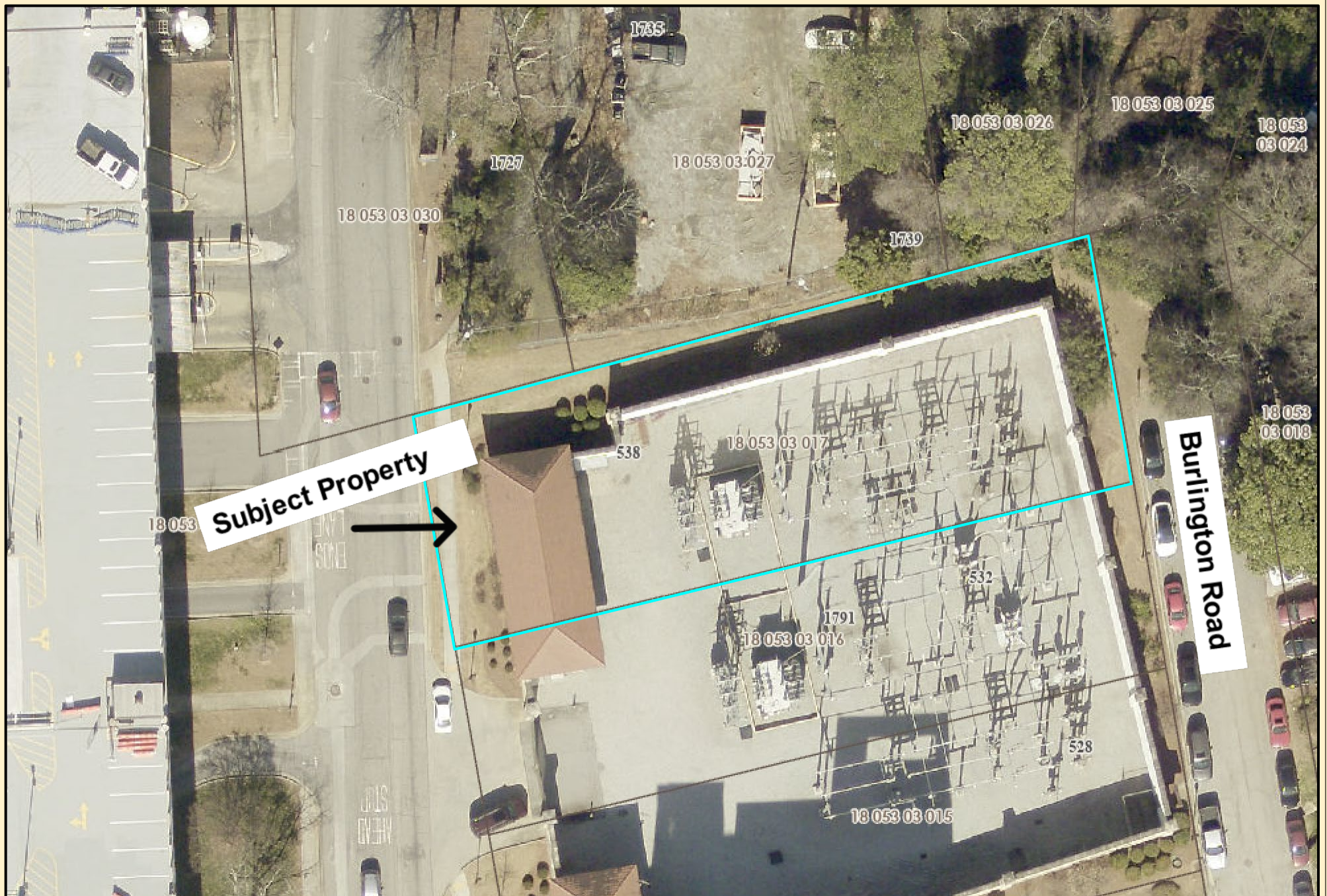
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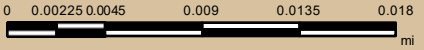




**Subject Property**

**Burlington Road**

**DeKalb County Parcel Map**



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