

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

Agenda Item Title:

Discussion of Proposed Cell Tower Site

Summary:

GulfSouth Towers, LLC (GST) has approached the City about installing a cell tower at the Lake Canton boat/canoe launch site. They have provided photo simulations which I have attached to this agenda item for your review. If approved, the City would need to execute an easement to allow for the construction of said cell tower, as well as an easement for infrastructure to access this cell tower site. City Management has a number of concerns regarding their proposal. They are proposing a 50 year lease term with a one-time \$50,000 lease payment to the City. I.e., no additional annual lease payments similar to other cell tower lease agreements in which the City engages. Additionally, their proposed easement places restrictions on the use of surrounding property.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff does not recommend any action.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Cell Tower Easements & Site Plan
Photo Simulations



VISUAL IMPACT ASSESSMENT

PHOTO SIMULATIONS

CANTON

GA2507

1645 BLUFFS PARKWAY
CANTON, GA 30114

DELTA OAKS PROJECT SAQ25-25854-12

PREPARED FOR:

GST CAPITAL PARTNERS, LLC



GULFSOUTH TOWERS, LLC
GST CAPITAL PARTNERS, LLC

GULFSOUTH TOWERS, LLC
GST CAPITAL PARTNERS, LLC

PHOTOGRAPH LOCATION MAP



PREPARED FOR:



GULFSOUTH TOWERS, LLC
GST CAPITAL PARTNERS, LLC
GST CAPITAL PARTNERS, LLC
330 MARSHAL STREET, SUITE 300
SHREVEPORT, LA 71101

PREPARED BY:



DELTA OAKS GROUP
2724 DISCOVERY DRIVE, SUITE 120
RALEIGH, NC 27616
PHONE: (919) 342-8247
www.deltaoaksgroup.com

SITE NAME:

CANTON





SITE ID:

GA2507

SITE ADDRESS:

1645 BLUFFS PARKWAY
CANTON, GA 30114

LEGEND:

-  - PROPOSED TOWER LOCATION
-  - PHOTO LOCATION (VISIBLE)
-  - PHOTO LOCATION (OBSTRUCTED VISIBLE)
-  - PHOTO LOCATION (NOT VISIBLE)



SHEET NUMBER

1 OF 7

EXISTING
CONDITIONS



THE PHOTO-SIMULATIONS OF THE TOWER ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND THE CONSTRUCTED TOWER MAY VARY SLIGHTLY IN LOCATION, DIMENSION AND/OR COLOR FROM THE DEPICTED IMAGE.

| | | | | |
|--|---|---|---|--|
| <div>PREPARED FOR:</div> <div></div> <div>GULFSOUTH TOWERS, LLC GST CAPITAL PARTNERS, LLC GST CAPITAL PARTNERS, LLC 330 MARSHALL STREET, SUITE 300 SHREVEPORT, LA 71101</div> | <div>PREPARED BY:</div> <div></div> <div>DELTA OAKS GROUP 2724 DISCOVERY DRIVE, SUITE 120 RALEIGH, NC 27616 PHONE: (919) 342-8247 www.deltaoaksgroup.com</div> | <div><u>SITE NAME:</u></div> <div>CANTON</div> | <div><u>PHOTO NUMBER</u></div> <div>1</div> | <div><u>DISTANCE TO SITE</u></div> <div>0.13 MILES</div> |
| | | <div><u>SITE ID:</u></div> <div>GA2507</div> | <div><u>PHOTO COORDINATES</u></div> <div>34.293558°N, 84.464885°W</div> | <div><u>PHOTO AZIMUTH</u></div> <div>175°</div> |
| | | <div><u>SITE ADDRESS:</u></div> <div>1645 BLUFFS PARKWAY CANTON, GA 30114</div> | <div><u>LOCATION OF PHOTO</u></div> <div>FATE CONN ROAD</div> | <div><u>SHEET NUMBER</u></div> <div>2 OF 7</div> |

SIMULATION



THE PHOTO-SIMULATIONS OF THE TOWER ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND THE CONSTRUCTED TOWER MAY VARY SLIGHTLY IN LOCATION, DIMENSION AND/OR COLOR FROM THE DEPICTED IMAGE.

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SITE ADDRESS:

1645 BLUFFS PARKWAY
CANTON, GA 30114

PHOTO NUMBER

1

PHOTO COORDINATES

34.293558°N, 84.464885°W

LOCATION OF PHOTO

FATE CONN ROAD

DISTANCE TO SITE

0.13 MILES

PHOTO AZIMUTH

175°



SHEET NUMBER

3 OF 7

EXISTING CONDITIONS



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| | | <u>SITE ID:</u> GA2507 | <u>PHOTO COORDINATES</u> 34.292853°N, 84.464094°W | <u>PHOTO AZIMUTH</u> 203° |
| | | <u>SITE ADDRESS:</u> 1645 BLUFFS PARKWAY CANTON, GA 30114 | <u>LOCATION OF PHOTO</u> FATE CONN ROAD | <u>SHEET NUMBER</u> 4 OF 7 |

SIMULATION



PROPOSED 194'
MONOPOLE
TOWER



THE PHOTO-SIMULATIONS OF THE TOWER ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND THE CONSTRUCTED TOWER MAY VARY SLIGHTLY IN LOCATION, DIMENSION AND/OR COLOR FROM THE DEPICTED IMAGE.

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| | | <u>SITE ADDRESS:</u> 1645 BLUFFS PARKWAY CANTON, GA 30114 | <u>LOCATION OF PHOTO</u> FATE CONN ROAD | <u>SHEET NUMBER</u> 5 OF 7 |

EXISTING
CONDITIONS



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|--|---|--|--|---|
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| | | <div>SITE ID:</div> <div>GA2507</div> | <div>PHOTO COORDINATES</div> <div>34.292313°N, 84.463261°W</div> | <div>PHOTO AZIMUTH</div> <div>246°</div> |
| | | <div>SITE ADDRESS:</div> <div>1645 BLUFFS PARKWAY CANTON, GA 30114</div> | <div>LOCATION OF PHOTO</div> <div>BLUFFS PARKWAY</div> | <div>SHEET NUMBER</div> <div>6 OF 7</div> |

SIMULATION



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SITE NAME:

CANTON

SITE ID:

GA2507

SITE ADDRESS:

1645 BLUFFS PARKWAY
CANTON, GA 30114

PHOTO NUMBER

3

PHOTO COORDINATES

34.292313°N, 84.463261°W

LOCATION OF PHOTO

BLUFFS PARKWAY

DISTANCE TO SITE

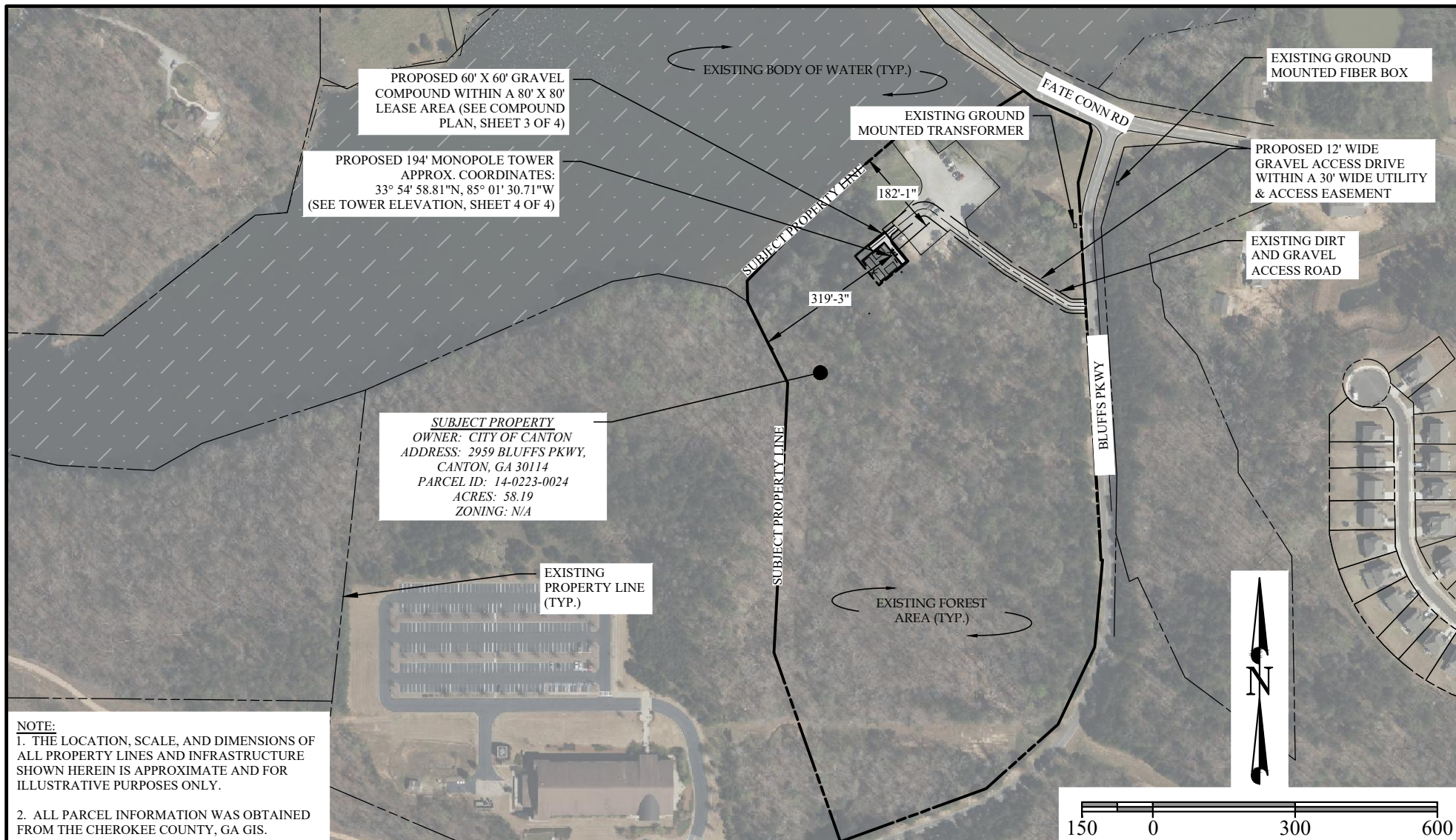
0.09 MILES

PHOTO AZIMUTH

246°

SHEET NUMBER

7 OF 7



NOTE:
 1. THE LOCATION, SCALE, AND DIMENSIONS OF ALL PROPERTY LINES AND INFRASTRUCTURE SHOWN HEREIN IS APPROXIMATE AND FOR ILLUSTRATIVE PURPOSES ONLY.
 2. ALL PARCEL INFORMATION WAS OBTAINED FROM THE CHEROKEE COUNTY, GA GIS.

LEASE EXHIBIT DRAWINGS

PREPARED FOR:



GST CAPITAL PARTNERS, LLC
 330 MARSHALL STREET, STE 300
 SHREVEPORT, LA 71101
 OFFICE: (318) 614-3369

PREPARED BY:



DELTA OAKS GROUP
 4904 PROFESSIONAL COURT
 RALEIGH, NC 27609
 PHONE: (919) 342-8247

SITE NAME:
 CANTON GA

SITE ID:
 GA2507

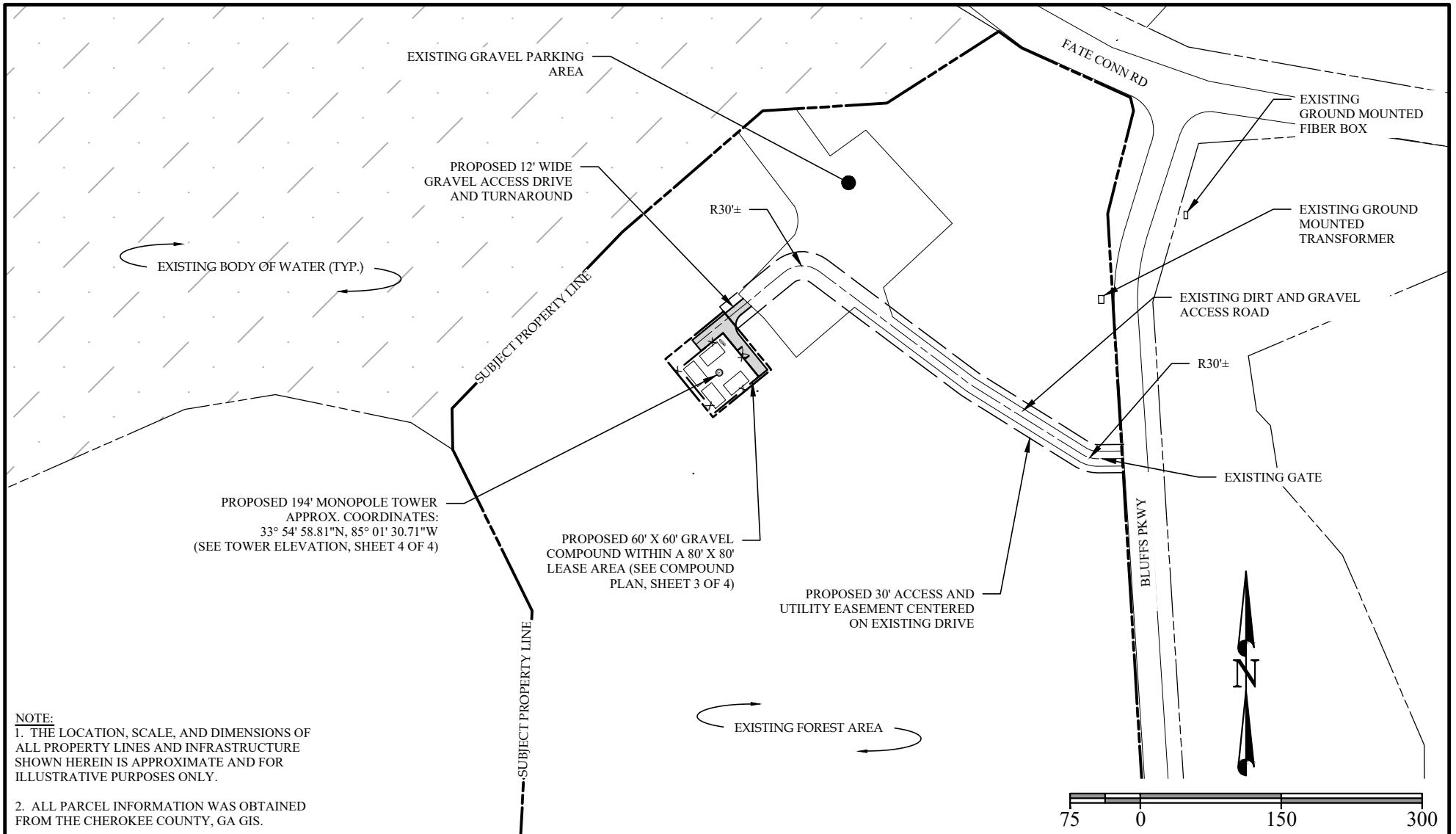
SITE ADDRESS:
 BLUFFS PARKWAY
 CANTON, GA 30114

SHEET NAME
 OVERALL PARCEL VIEW

SUBMITTALS

| REV | DATE | DESCRIPTION |
|-----|---------|-------------|
| 0 | 5/21/25 | PRELIMINARY |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET NUMBER
 1 OF 4



LEASE EXHIBIT DRAWINGS

PREPARED FOR:



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PREPARED BY:



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RALEIGH, NC 27609
PHONE: (919) 342-8247

SITE NAME:
CANTON GA

SITE ID:
GA2507

SITE ADDRESS:
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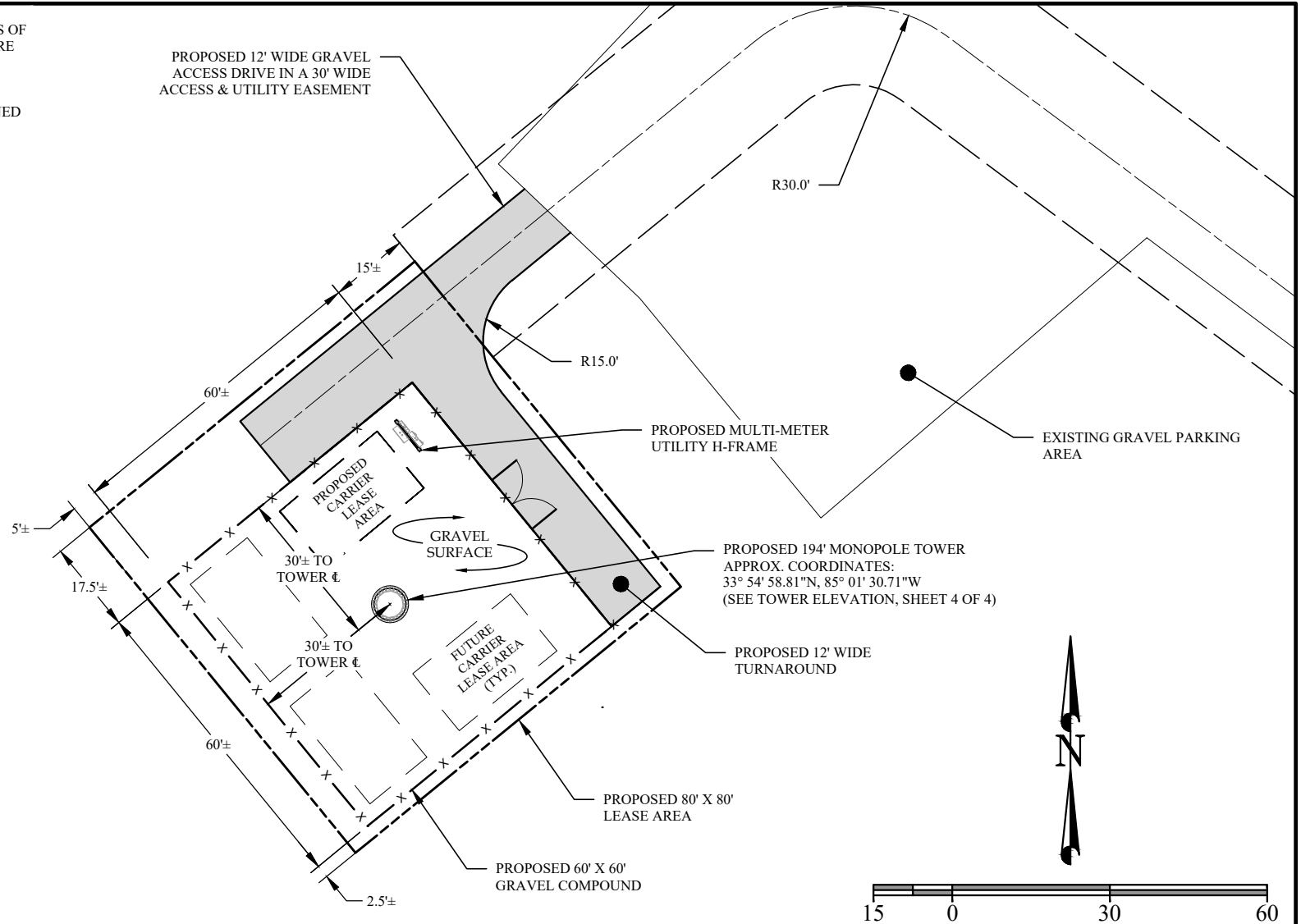
SHEET NAME
SITE PLAN

SUBMITTALS

| REV | DATE | DESCRIPTION |
|-----|---------|-------------|
| 0 | 5/21/25 | PRELIMINARY |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET NUMBER
2 OF 4

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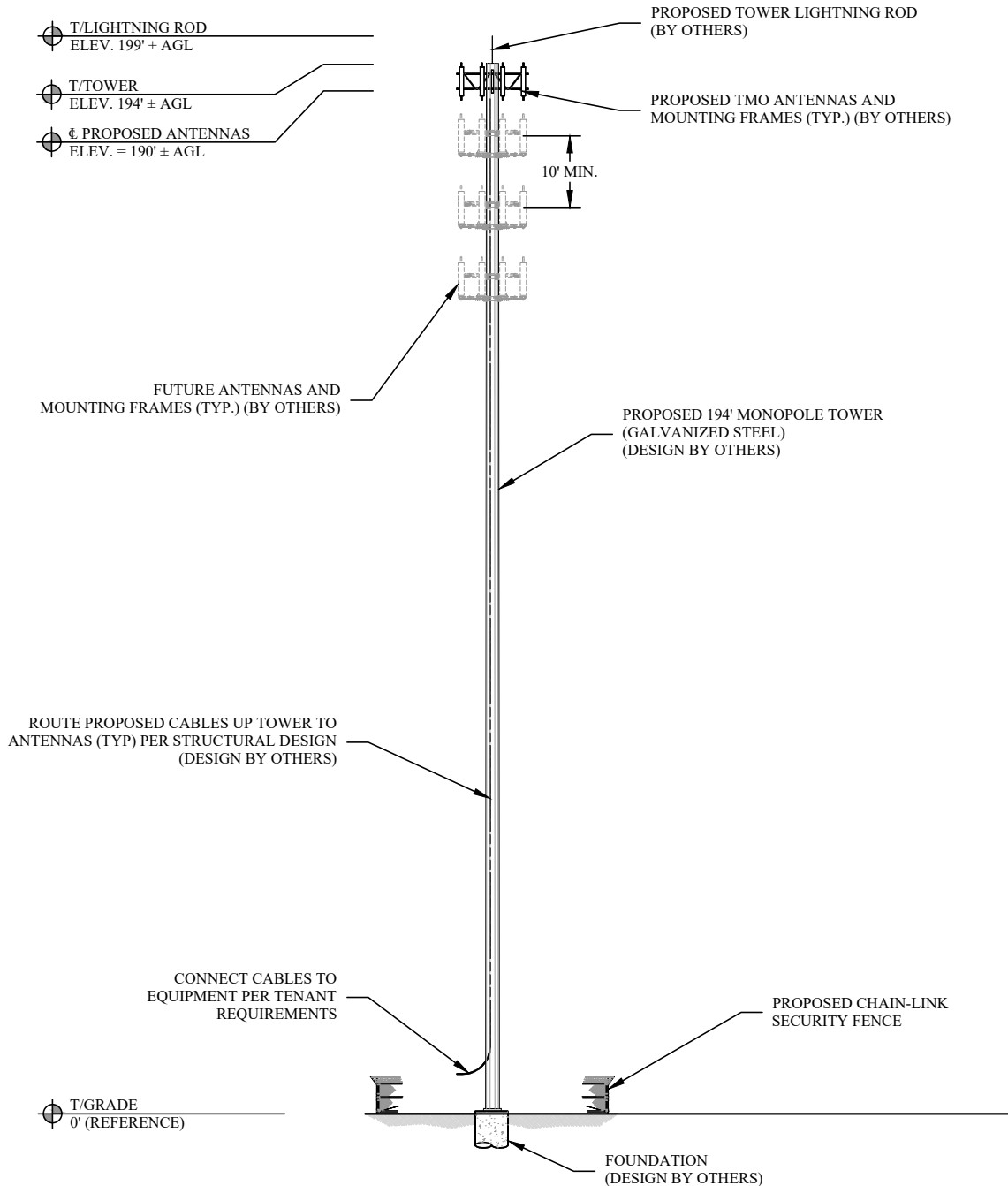
SITE ADDRESS:
 BLUFFS PARKWAY
 CANTON, GA 30114

SHEET NAME
 COMPOUND SITE PLAN

SUBMITTALS

| REV | DATE | DESCRIPTION |
|-----|---------|-------------|
| 0 | 5/21/25 | PRELIMINARY |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET NUMBER
 3 OF 4



SCALE
NTS

LEASE EXHIBIT DRAWINGS

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PREPARED BY:



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 4904 PROFESSIONAL COURT
 RALEIGH, NC 27609
 PHONE: (919) 342-8247

SITE NAME:
 CANTON GA

SITE ID:
 GA2507

SITE ADDRESS:
 BLUFFS PARKWAY
 CANTON, GA 30114

SHEET NAME
 TOWER ELEVATION

SUBMITTALS

| REV | DATE | DESCRIPTION |
|-----|---------|-------------|
| 0 | 5/21/25 | PRELIMINARY |
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SHEET NUMBER

4 OF 4

OPTION AND EASEMENT AGREEMENT

Site Name: Canton

Site No.: GA2507

This Option and Easement Agreement ("Agreement") is made this ____ day of _____, 202_ (the "Effective Date"), by and between _____, whose mailing address is _____ (hereinafter "Grantor"), and GST Capital Partners, LLC, a Delaware limited liability company, whose mailing address is 330 Marshall Street, Suite 300, Shreveport, LA 71101 (hereinafter "Grantee"). Grantor and Grantee are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Cherokee County, State of Georgia, and Grantee desires to obtain an option to acquire an exclusive easement over a portion of said real property together with a non-exclusive easement and right of way for access and utilities thereto (the property on which said exclusive easement and non-exclusive easement and right of way are situated is hereinafter called the "Property"). The Property is specifically described in and substantially shown on Exhibits A and A-1 attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand and No/100 Dollars (\$1,000.00) cash in hand paid by Grantee to the Grantor, upon Grantor's execution of this Agreement (the receipt and sufficiency of such consideration being hereby acknowledged by Grantor), the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns the exclusive and irrevocable right and option to acquire the easement rights described herein in and to said Property for the Term (as defined herein) and in accordance with the covenants and conditions set forth herein.

Subject to the extension provisions of the immediately following paragraph and of Section 20 below, the option may be exercised at any time on or prior to the second anniversary of the Effective Date of this Agreement.

At Grantee's election, and upon Grantee's prior written notification to Grantor, the time during which the option may be exercised may be extended for an additional one (1) year period beginning on the day after the first anniversary of the Effective Date of this Agreement with an additional payment of One Thousand and No/100 Dollars (\$1,000.00) by Grantee to Grantor for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement of the Parties in writing. If during said option period, or during the Term of this Agreement if the option is exercised, the Grantor decides to subdivide, sell or change the status of the Property or Grantor's property contiguous thereto, Grantor shall immediately notify Grantee in writing so that Grantee can take steps necessary to protect Grantee's interest in the Property.

Grantor covenants that Grantor is seized of good and sufficient title and interest to the Property and has the full right and authority to enter into and execute this Agreement. Grantor further covenants that there are no liens, judgments, or impediments of title affecting the Property.

Should Grantee fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and Grantor shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

The Grantor shall permit Grantee and its agents, engineers, surveyors, and other representatives, during the option period, and at any time during the Term of the Agreement, free ingress and egress to the Property to conduct such tests, inspections, surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as Grantee may deem necessary, at the sole cost of Grantee; to apply for and obtain licenses, permits, approvals or other relief required of or deemed necessary, in Grantee's sole discretion, for its use of the Easements and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits; initiate the ordering and/or scheduling of the necessary utilities, and otherwise do those things on or off the Property that, in the opinion of Grantee, are necessary to determine the physical condition of the Property, the environmental history of the Property, Grantor's title to the Property, and the feasibility or suitability of the Property for Grantee's Permitted Use (as hereinafter defined), all at Grantee's expense. Grantee will not be liable to Grantor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee will restore the Property to the condition that existed prior to any testing by Grantee.

Notice of the exercise and/or extension of the option shall be given by Grantee to the Grantor in writing as provided in Section 20 below. Notice shall be deemed effective on receipt by Grantor or Grantor's refusal of delivery. The following Easement Agreement (the "Easement Agreement") shall take effect upon the earlier of (a) the election of Grantee by sending notice of commencement to Grantor, or (b) on the first day of the month following completion of Grantee's Communications Facility (the "Commencement Date"), which shall be confirmed in writing from Grantee to Grantor (provided, however, that the provisions of Sections 2, 6, 7, 11, 12, 13, 15, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, and 32 shall take effect from and after the execution and delivery of this Agreement):

EASEMENT AGREEMENT

1. (a) Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors, and assigns: (i) a perpetual, exclusive easement in and to that portion of the Property more particularly described on Exhibit B hereto (the "Exclusive Easement"); and (ii) a perpetual, non-exclusive easement in and to that portion of the Property more particularly described on Exhibit C hereto (the "Access, Fiber, and Utility Easement") (the Exclusive Easement and the Access, Fiber, and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 1(b) and Section 5 hereof. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit. Grantor shall, at no additional cost, cooperate with Grantee in Grantee's effort to obtain utility services along and through the Easements by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned Access, Fiber, and Utility Easement, the Grantor hereby agrees to grant an

additional right of way either to the Grantee or to the public utility at no cost to the Grantee or the public utility.

(b) (i) Exclusive Easement. Grantee and its designated customers, tenants, lessees, sublessees, licensees, agents, successors, and assigns shall have the unrestricted right to use the Easements for installing, constructing, maintaining, operating, modifying, repairing, and replacing improvements and equipment, which may be located on the Easements from time to time, for the facilitation of communications, broadband, broadcast, and other related uses in connection therewith and other uses as deemed appropriate by Grantee in its sole discretion. Grantee may make any improvements, alterations, or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the Term of this Easement Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease, or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease, or license shall relieve or release Grantee from its obligations under this Easement Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner.

(ii) Access, Fiber, and Utility Easement. The Access, Fiber, and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors, and assigns for ingress and egress from and to the Exclusive Easement, as well as for the construction, installation, operation, and maintenance of overhead and underground electric, water, gas, sewer, telephone, fiber, data transmission, and other utility facilities (including, but not limited to, wires, poles, guys, cables, conduits, and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change, and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way or on private property. Grantor shall not in any manner prevent access to, and use of, the Access, Fiber, and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors, and assigns, and Grantor shall not utilize the Access, Fiber, and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors', and assigns' use of such area. If the Access, Fiber, and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access, Fiber, and Utility Easement by Grantor or its tenants.

To the extent not otherwise addressed herein (or to the extent any access, fiber, and utility easement specifically referenced herein, including, but not limited to, the Access, Fiber, and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access, fiber, and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors, and assigns, full, complete, uninterrupted, and unconditional access to and from the Exclusive Easement, seven (7) days a week, twenty-four (24) hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation, and repair of overhead and/or underground utility connections, including electric, telephone, gas, fiber, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Property caused by such access. This easement and the rights granted herein shall be assignable by

Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Easements at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access, Fiber, and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access, Fiber, and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the Property for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access, Fiber, and Utility Easement that will reflect such relocation.

2. Grantor also hereby grants to Grantee the right to survey said Property. If Grantee elects to survey the Property, the legal description produced from said survey shall then become Exhibit D, which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibits A, A-1, B and C. Grantor grants Grantee the right to take measurements, make calculations, and to note other structures, setbacks, uses, or other information as deemed by Grantee to be relevant and pertinent, as such information relates to Grantor's real property, leased or otherwise abutting or surrounding the Property. The cost for such survey work shall be borne by the Grantee.

3. The duration of the Easements granted herein (the "Term") shall be fifty (50) years, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice.

4. Grantee shall pay Grantor as consideration for the Easements Fifty Thousand Dollars (\$50,000.00) prior to the beginning of the Term. No additional consideration shall be due from Grantee to Grantor during the Term of this Agreement.

5. Grantee shall use the Easements for the purpose of building, maintaining, installing, replacing, and operating a communications, broadband, cable, WiFi, television, or other facility subject to such modifications and alterations as required by Grantee (the "Communications Facility"). The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Grantor shall provide Grantee with twenty-four (24) hour, seven (7) day a week, year-round access to the Easements. Grantee has the exclusive right to manage, lease and authorize any other telecommunications facility, tower, or broadcast equipment on the Property for the Term of this Agreement. Grantee shall have the right to park its vehicles on the Property when Grantee is constructing, removing, replacing, and/or servicing its Communications Facility. A security fence shall be placed around the perimeter of the Exclusive Easement (not including access and utility easements). All improvements shall be at Grantee's expense and shall be and remain the personal property of Grantee, regardless of the manner by which the same may be affixed and attached to the land. Grantor grants Grantee the right to use adjoining and adjacent land as is reasonably required during the construction, installation, maintenance, and operation of the Communications Facility and Grantee will restore to its former condition any damage or injury to adjoining and adjacent land caused by such activities (the "Permitted Use").

6. It is understood and agreed that Grantee's ability to use the Easements and the Property is contingent upon its obtaining after the Effective Date of this Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Grantor shall, at no additional cost, cooperate with Grantee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Grantee. Grantor agrees, at no additional cost, to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the Grantee. Grantee will perform all other acts and bear expenses associated with the rezoning procedure. Grantor agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Grantee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Grantee, in its sole discretion, will be unable to use the Property for its intended purposes, Grantee shall have the right to terminate this Agreement. Grantee shall also have the right to terminate this Agreement at any time in Grantee's sole discretion. Notice of the Grantee's exercise of its right to terminate shall be given to Grantor in the manner and shall be effective as provided in Section 20 below. All payments for the Easements, if any, paid to said termination date shall be retained by the Grantor. Upon such termination this Agreement shall terminate and be of no further force and effect and, except for obligations already accrued, the indemnification obligations provided herein, and any liability for the breach of a representation, warranty, or covenant contained herein, the Parties shall have no further obligations, including the payment of money, to each other.

7. Grantee shall indemnify and hold Grantor harmless against any claim of liability or loss from personal injury or property damage to the extent caused by the use and occupancy of the Property by the Grantee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Grantor, its employees, servants or agents.

8. Grantor agrees that Grantee may self-insure against any loss or damage which could be covered by a commercial general liability insurance policy.

9. Grantee will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. Upon receipt of properly documented invoices, Grantee shall reimburse Grantor as additional consideration for any increase in real property taxes levied against the Property which are directly attributable to the improvements constructed by Grantee and are not separately levied or assessed against Grantee's improvements by the tax authorities. Grantor will be responsible for making any necessary returns for and paying any and all taxes levied or assessed against the Property, exclusive of Grantee's improvements. Grantor shall furnish Grantee copies of the receipts for the payment of all such taxes not later than thirty (30) days after the date upon which each payment would be delinquent if not paid.

10. Grantee, upon termination of this Easement Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property substantially to its original above grade condition, reasonable wear and tear excepted. At Grantor's option when this Easement Agreement is terminated and upon Grantor's written notice given to Grantee at least thirty (30)

days prior to such termination, Grantee will leave the foundation and security fence to become property of Grantor.

11. Should the Grantor, at any time during the Term of this Agreement, decide to sell, assign, convey, lease, encumber, or otherwise transfer or convey all or any part of Grantor's Property which includes all or any part of the Property to a party other than Grantee, the same shall be made expressly subject to this Agreement and Grantee's rights and interest hereunder. If at any time during the Term of this Agreement Grantor receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the Property or any portion thereof which Grantor desires to accept, then Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer in writing to Grantor within such thirty (30) day period, then the Offer will be deemed rejected by Grantee. If Grantee accepts the Offer, Grantor shall reject the Offer from the third party and close on the Offer with Grantee in accordance with its terms.

12. As part of Grantee's right to the undisturbed use and enjoyment of the Property, Grantor shall not, at any time during the Term of this Agreement (a) use or suffer or permit another person to use any portion of the Property or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (b) grant any interest or an option to acquire any interest in any portion of the Property that permits (either during the Term of this Agreement as may be extended and/or after the Term of this Agreement as may be extended) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. In the event of any interference with the Grantee's undisturbed use and enjoyment of the Property, Grantor shall eliminate the same (or cause the same to be eliminated), without cost to Grantee, promptly following (but not later than seventy-two (72) hours after) notice thereof is given by Grantee to Grantor.

13. Grantor may not assign this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Grantee, in Grantee's sole discretion.

14. Grantor covenants that Grantee, on paying the consideration and performing Grantee's covenants and obligations hereunder, shall peaceably and quietly have, hold, and enjoy the Easements.

15. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Property and has full right and authority to enter into and execute this Agreement and to perform Grantor's covenants and obligations hereunder. Grantor further covenants that there are no liens, judgments, or impediments of title affecting the Property.

16. During the Term of this Agreement Grantor, its successors and assigns, will not improve or grant any other easement, ground lease, lease, license, sale, or other similar interest of or upon the Property or any adjacent real property if such improvement or interest would interfere with Grantee's use of the Easements or detrimentally impact Grantee's Communications Facility or the use thereof, nor shall Grantor enter into any other lease, licenses, or other agreement for a similar

purpose as set forth herein, on or adjacent to the Property. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns plan to utilize the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunications and broadband signals. Grantor recognizes that Grantee's use of Easement rights set forth in this Agreement would be frustrated if the telecommunications or broadband signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor shall not cause or permit the construction of radio or communications towers on the Premises, the Property, or any other property of Grantor adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant. Grantor, for itself and its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any activity prohibited by this Section 16.

17. Grantor consents to the granting by Grantee of a lien and security interest in this Agreement and all of Grantee's property and fixtures attached to the Easements described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its right of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's Mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right, for a period of ninety (90) days after receipt of written notice from Grantor, to cure and correct any such default and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's Mortgagee.

18. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between the Grantor and Grantee relating to the subject matter hereof and supersedes all prior negotiations, representations, understandings, and agreements, oral or written, relating to such subject matter. Neither this Agreement nor any provisions hereof may be altered, varied, or modified in any way except in a writing making specific reference to this Agreement, and signed by the Parties hereto, and no other agreements, promises, or understandings relating to the subject matter hereof, written or oral, shall be binding upon either the Grantor or Grantee in any dispute, controversy, or proceeding at law or in equity, unless made in writing as aforesaid, and signed by the Parties.

19. This Agreement and the performance thereof shall be governed by and construed in accordance with the laws of the State where the Property is located.

20. All notices hereunder must be in writing and shall be deemed validly given when personally delivered, when deposited in the United States mail, postage prepaid, certified with return receipt requested, or when sent via overnight delivery service (such as Fedex or UPS), to the Parties at

the following addresses (or any other address that the Party to be notified may have designated to the other Party by like notice given at least thirty (30) days prior to the effective date thereof):

Grantee: GST Capital Partners, LLC
330 Marshall Street, Suite 100
Shreveport, LA 71101
Attn: President

Grantor: City of Canton
110 Academy
Canton, GA 30114

In the event the last day for the giving of any notice provided for in this Agreement shall fall on a Saturday, Sunday or legal holiday, the time for the giving of such notice shall be automatically extended until midnight on the next succeeding business day.

21. The terms and provisions of this Agreement shall run with the land of the Property and shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Parties hereto.

22. At Grantor's option, but subject to the following provisions of this Section 19, this Agreement shall be subordinate to any mortgage or lien by Grantor which from time to time may encumber all or part of the Property; provided, however, every such mortgage or lien shall recognize the rights and interest of Grantee pursuant to this Agreement in the event of a foreclosure of Grantor's interest or a conveyance in lieu of foreclosure, including Grantee's right to remain in uninterrupted possession, use, and occupancy of, and to have access to, the Property under the terms and provisions of this Agreement as long as Grantee is not in default of this Agreement. Grantee shall execute in a timely manner whatever instruments as may reasonably be required to evidence the foregoing subordination and non-disturbance provisions. In the event the Property is encumbered by a mortgage or lien on the date Grantee exercises its option to the Easements on the Property (as provided above), then Grantor, no later than ten (10) days after the date such option is exercised, shall obtain from the holder of such mortgage or lien, and shall furnish to Grantee a subordination, non-disturbance, and attornment agreement in a recordable form reasonably satisfactory to Grantee, executed by each such mortgage or lien holder.

23. If the whole of the Property or such portion thereof as will make the Property unusable for the purposes of Grantee, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental and/or payment for the Easements shall be accounted for as between Grantor and Grantee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Grantor and Grantee hereunder. Nothing in this provision shall be construed to limit or affect Grantee's right to an award of, or to share in, compensation in any eminent domain proceeding for the taking of Grantee's easement rights hereunder.

24. Grantee, at Grantee's option and expense, may obtain title insurance on the Property. Grantor, at no additional cost to Grantee, shall cooperate with Grantee's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company. At Grantee's option and in addition to (and not by way of limitation of) Grantee's other rights and remedies available at law or in equity in the event of Grantor's default, should the Grantor fail to provide requested documentation within thirty (30) days of Grantee's request, or fail to provide the non-disturbance instrument(s) described in Section 22 of this Agreement, or the estoppel certificate described in Section 28 of this Agreement, Grantee may withhold and accrue the any payments due Grantor until such time as the requested document(s) is (are) received.

25. Grantor represents and warrants to Grantee that to the best of Grantor's knowledge there are no hazardous wastes and/or substances on and/or in the Property. In addition to any other remedy the Grantee may have (including, but not limited to, the right to remediate the condition at Grantor's expense), the Grantee shall have the right to terminate this Agreement if hazardous wastes and/or substances are discovered on and/or in the Property. Grantor shall hold Grantee harmless from and indemnify Grantee against and from any damage, loss, expense, or liability (including, but not limited to, the cost of remediation) resulting from the discovery by any person of hazardous wastes and/or substances on and/or in the Property, as long as such waste and/or substance was not stored, disposed of, or transported to or over the Property by Grantee, its agents, contractors, or employees. Grantee will be responsible for any and all damages, losses, and expenses (including, but not limited to, the cost of remediation) and will indemnify Grantor against and from any discovery by any persons of such hazardous wastes and/or substances generated, stored, or disposed of by Grantee or as a result of Grantee's use of the Property. The indemnity obligations in this Section shall survive the termination or expiration of this Agreement.

26. At the request of Grantee, Grantor shall promptly execute and deliver to Grantee for recording a Memorandum of Option and Easement Agreement for recording purposes which complies with the law of the State in which the Property is located and contains such other terms of this Agreement as Grantee may reasonably request. In the event such Memorandum is executed, delivered, and recorded prior to the completion and attachment of Exhibit D hereto, Grantor shall promptly execute and deliver to Grantee for recording an amendment to such Memorandum, to add such Exhibit D thereto. In the event Grantee exercises the option to acquire the Easements, Grantor shall promptly execute and deliver to Grantee for recording an appropriate Memorandum which complies with the law of the State in which the Property is located evidencing such exercise, and such terms of this Agreement as Grantee may reasonably request.

27. If either Party resorts to litigation or other adversarial proceedings to enforce its rights under this Agreement, then the substantially prevailing Party in such litigation or proceedings, as determined by the judge or similar authority, shall be entitled to be reimbursed by the other Party for all of its reasonable costs and expenses incurred in such litigation or proceedings, including reasonable attorney's fees. If the prevailing Party recovers a judgment in any such action, proceeding, or appeal, then such costs, expenses, and attorneys' fees and expenses shall be included as part of such judgment.

28. Grantor acknowledges that Grantee may sublease, license or assign outright, or to secure indebtedness, all or any of its rights hereunder. Grantor will, if requested by Grantee, execute and deliver within ten (10) days of request by Grantee an estoppel certificate or similar instrument

containing representations about the term and status of this Agreement. The outright assignment (not an assignment to secure indebtedness) of this Agreement in its entirety by Grantee automatically releases Grantee from any and all obligations under this Agreement which accrue after such assignment.

29. The occurrence of any one or more of the following events constitutes an “event of default” under this Agreement:

(a) if either Party fails to perform or observe any term of this Agreement and such failure continues for more than thirty (30) days after receipt of written notice from the non-defaulting Party; except such thirty (30) day cure period will be extended as reasonably necessary to permit the defaulting Party to complete the cure so long as the defaulting Party commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; or

(b) breach of any representation, warranty, or agreement set forth in this Agreement which is not cured within the time period (as the same may be extended) as set forth in subsection (a) above.

If an event of default by Grantee occurs which is not cured during any applicable cure period, Grantor may terminate this Agreement, in which event Grantee will immediately surrender the Property to Grantor. If an event of default by Grantor occurs which is not cured during any applicable cure period, Grantee may terminate this Agreement; provided, however, Grantee’s foregoing right to terminate shall not be Grantee’s exclusive remedy, and in addition thereto Grantee shall be entitled to invoke and/or enforce any or all other rights or remedies of Grantee provided herein and by law or in equity including the right to seek and obtain specific performance. Grantee shall also have the right, but not the duty, to perform any of Grantor’s obligations under this Agreement and to be reimbursed by Grantor for its reasonable costs and expenses incurred. Grantee may send an invoice for the cost of performing Grantor’s obligations to Grantor, and if Grantor does not pay the invoice within ten (10) days after receipt, Grantee shall, in addition to Grantee’s right to bring an action against Grantor to recover the same, be entitled to an off-set credit against the amounts payable by Grantee hereunder in an amount equal to Grantee’s cost of performing Grantor’s obligations.

30. Grantee shall have the right, from time to time and without being liable for damages, to cut and keep clear all trees, undergrowth, and other obstructions on or overhanging the Property which endanger or may interfere with the use or enjoyment of the Property, or of any of the rights, interests, or estates hereby granted and conveyed.

31. If any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative, and enforceable to reflect the intent of the Parties as expressed herein. Additionally, if any laws, rules, or regulations promulgated by any state, county, or local jurisdiction, including without limitations those concerning zoning, subdivision, or land use, or should any court of competent jurisdiction make the sale of the Easements either void or voidable, Grantor agrees that upon the

written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee (with the Exclusive Easement area being the leased premises therein and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes), for uses consistent with those set forth in Section 5 hereof, and containing other terms and conditions acceptable to the Parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easements or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements beginning on the Term of the Easement Agreement shall constitute the prepayment of rent under such Easement Agreement for an extended term of 99 years or for so long as is permitted under applicable law.

32. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof, or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the Effective Date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Property is located who are serving on the Effective Date hereof, but such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

33. Grantor shall cooperate with Grantee in executing any documents including, but not limited to, Estoppels, Amendments, Subordinations, or Ratifications necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, and deliver land-use and zoning applications that concern the tower or the tower facilities on behalf of Grantor with federal, state, and local government authorities.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals effective as of the Effective Date.

GRANTOR:

By: _____

Name: _____

Title: _____

GRANTEE:

GST Capital Partners, LLC

By: _____

Name: John C. Bean

Title: President

LANDLORD ACKNOWLEDGMENT

STATE OF CHEROKEE _____
COUNTY OF GEORGIA _____

On the ____ day of _____, 202_, before me personally appeared _____, who acknowledged under oath that he/she is the individual named in the within instrument, and that they executed the same in their stated capacity as the voluntary act and deed of the landlord for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that JOHN C. BEAN, whose named as President of GST Capital Partners, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official, notarial seal this ____ day of _____, 202_.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

Property Description

PARENT PARCEL

Tract B-1:

All that tract or parcel of land lying and being in Land Lots 210 and 223 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-1 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 33.150 acres, more or less.

Tract B-2:

All that tract or parcel of land lying and being in Land Lot 223 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-2 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 17.304 acres, more or less.

Tract B-3:

All that tract or parcel of land lying and being in Land Lots 223 and 224 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-3 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 10.047 acres, more or less.

Tract B-4:

All that tract or parcel of land lying and being in Land Lot 210 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-4 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 0.319 acres, more or less.

EXHIBIT A-1



EXHIBIT B

Exclusive Easement

PROPOSED 100' X 100' EASEMENT AREA:

EXHIBIT C

Access, Fiber and Utility Easement

PROPOSED 25' ACCESS, FIBER AND UTILITY EASEMENT:

EXHIBIT D

Survey

Prepared by:

GST Capital Partners, LLC
330 Marshall St., Suite 300
Shreveport, LA 71101

Return to:

GST Capital Partners, LLC
Attn: Matt Huffty
25387 Friendship Road
Daphne, AL 36526

INDEXING INSTRUCTIONS: 14th Land District, 2nd section of Cherokee County, Georgia

Re: Cell Site #: GA2507
 Cell Site Name: CANTON
 State: GEORGIA
 County: CHEROKEE

MEMORANDUM OF EASEMENT AGREEMENT

This Memorandum of Easement is entered into between:

City of Canton, (referred to as “Grantor”)

110 Academy Drive
Canton, GA 30114
Phone: 770-704-1523

and

GST Capital Partners, LLC, a Delaware limited liability company (“Grantee”)

330 Marshall Street, Suite 300
Shreveport, LA 71101
Phone: 318-469-3692

This Memorandum of Easement is being recorded to give notice that Landlord and Tenant have entered into an Easement Agreement (“Agreement”) dated _____ covering land in Cherokee County, Georgia and more particularly described in Exhibits A and A1 attached hereto and incorporated herein (the “Property”).

The Easement grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors, and assigns: (a) a fifty year exclusive easement in and to that portion of the Property more particularly described in Exhibit B attached hereto (the “Exclusive Easement”); (b) a fifty year non-

exclusive easement in and to that portion of the Property more particularly described in Exhibit C hereto (the “Access Fiber, and Utility Easement”) (the Exclusive Easement and the Access, Fiber, and Utility Easement being collectively referred to herein as the “Easements”).

The duration of the Easements is for fifty (50) years unless Grantee elects to terminate or extend the Easements in writing and records same in the land records. The term of the Agreement and the Easements commence on June 6, 2024.

Grantee shall use the Easements for the purpose of building, maintaining, and operating a wireless communications tower and facility and uses incidental thereto.

Should the Grantor, at any time during the term of the Agreement, decide to sell, assign, convey, lease, encumber, or otherwise transfer all or any part of the Property to a party other than Grantee, the same shall be made expressly subject to the Agreement and Grantee’s rights and interest under the Agreement.

As part of Grantee’s right to the undisturbed use and enjoyment of the Property, Grantor shall not, at any time during the term of the Agreement (a) use or suffer or permit another person to use any portion of the Property or any adjacent parcel of land now or hereafter owned, leased, or managed by Grantor for the uses permitted in the Agreement or other uses similar thereto, or (b) grant any interest or an option to acquire any interest in any of the Property that permits any of the uses permitted under the Agreement without the prior written consent of the Grantee, in Grantee’s sole discretion. In the event of any interference with Grantee’s undisturbed use and enjoyment of the Property, Grantor shall eliminate the same (or cause the same to be eliminated), without cost to Grantee, promptly following (but not later than seventy-two (72) hours after) written notice thereof given by Grantee to Grantor.

Grantor consents to granting by Grantee of a mortgage, deed of trust, lien and security interest in the Agreement, the Easements, and all of Grantee’s property and fixtures attached to the Easements described herein, and furthermore consents to the exercise by Grantee’s mortgagee of its right of foreclosure with respect to any such lien and security interest.

In the event of any conflict between this Memorandum of Easement Agreement and the Agreement itself, the terms of the Agreement will control.

The parties hereby ratify and confirm the Agreement remains in full force and effect as the binding obligations of the parties.

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In witness whereof, the parties have executed this instrument as of _____, 2025.

GRANTOR:

By: _____

Name: _____

Title: _____

GRANTEE:

GST Capital Partners, LLC

By: _____

Name: _____

Title: _____

STATE OF GEORGIA
COUNTY OF CHEROKEE

I, the undersigned Notary Public in and for said State and County, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal this ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for said State and County, hereby certify that _____, as _____ of GST Capital Partners, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal this ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

Property Description

Tract B-1:

All that tract or parcel of land lying and being in Land Lots 210 and 223 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-1 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 33.150 acres, more or less.

Tract B-2:

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Tract B-3:

All that tract or parcel of land lying and being in Land Lots 223 and 224 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-3 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 10.047 acres, more or less.

Tract B-4:

All that tract or parcel of land lying and being in Land Lot 210 of the 14th Land District, 2nd Section of Cherokee County, Georgia, and being Tract B-4 on plat of survey recorded in Plat Book 119, Pages 1685-1687, Cherokee County, Georgia records, being 0.319 acres, more or less.

Plot Plan



EXHIBIT B

Exclusive Easement

EXHIBIT C

Access, Fiber and Utility Easement

EXHIBIT D

Survey