

*HABERSHAM COUNTY BOARD OF COMMISSION*  
*EXECUTIVE SUMMARY*

**SUBJECT: Larry Mize Land Lease Agreement**

**DATE:07/9/2024**

**RECOMMENDATION**  
 **POLICY DISCUSSION**  
 **STATUS REPORT**  
 **OTHER**

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON: 7/15/2024**

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**PURPOSE:** Habersham County would like to increase the current land lease with Larry Mize from \$1,200 a month to \$1,350 a \$150 month increase along with keeping same terms as previous lease.

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**BACKGROUND / HISTORY:** Due to information found during surveys and the steep terrain on the north part of the parcel the tower compound was relocated. The relocation moved the tower compound into the front porch view. This will also result in the removal of trees Mr. Mize would rather keep. Mr. Mize has asked for an increase on the land lease to offset the two items stated. The alternative location would result in over \$300,000 in retaining walls and grading.

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**FACTS AND ISSUES:**

- a. The tower site is required for the future P25 system.
- b. The location would mean less site development.
- c. The county currently has no quick options for another alternative site location.

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**OPTIONS:**

- 1) Approve increase on lease agreement with Larry Mize for OneMize site.
- 2) Deny lease agreement with Larry Mize for OneMize site.
- 3) Find alternative site location for Laurel tower site.

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**RECOMMENDED SAMPLE MOTION:** I make a motion to approve the increase for the land lease agreement with Larry Mize for the OneMize tower site.

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**DEPARTMENT:**

Prepared by: Tom Priddy

Director Lynn Smith \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:** \_\_\_\_\_

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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**COMMUNICATIONS TOWER  
AMENDED LEASE AGREEMENT  
FIRST AMENDMENT**

The December 2023 Lease Agreement by and between **LARRY E. MIZE** (hereinafter referred to as "Landlord") and the **Habersham County Board of Commissioners** (hereinafter referred to as "Tenant") is amended by deleting Paragraph 1 in its entirety and substituting the following in lieu thereof:

1. *Leased Premises.* Landlord, for and in consideration of the rents, covenants and agreements contained herein and agreed to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto Tenant, and Tenant hereby agrees to lease and take upon the following terms and conditions, the following described property (hereinafter called the "Leased Premises"), to wit:

A tower compound as shown on the attached Exhibit "A" as a brown rectangle and a 20 foot access easement shown thereon as a gray line attached to the brown box. Exhibit "A" is attached hereto and incorporated herein by reference thereto located on the following property:

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN LAND LOT 125, 11<sup>th</sup> DISTRICT, HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE INTERSECTION OF THE COMMON LAND LOT LINES OF LAND LOT 125, LAND LOT 126, LAND LOT 132 & LAND LOT 133, AFOREMENTIONED DISTRICT; THENCE SOUTH 83°5'41" EAST, A DISTANCE OF 1522.08 FEET TO A POINT; THENCE NORTH 00°18'59" WEST, A DISTANCE OF 31500 FEET TO A POINT; THENCE SOUTH 29°30'02" EAST, A DISTANCE OF 46.79 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF LARRY E. MIZE & TERRY we MIZE THE FOLLOWING COURSES AND DISTANCES: NORTH 89°03'59" EAST, A DISTANCE OF 350.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH 00°56'01" EAST, A DISTANCE OF 315.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH 89°03'59" WEST, A DISTANCE OF 101.16 FEET TO THE CENTERLINE OF A GRAVEL DRIVE; THENCE SOUTH 89°03'59" WEST, A DISTANCE OF 248.84 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE

NORTH  $00^{\circ} 56' 01''$  WEST, A DISTANCE OF 315.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,531 ACRES.

TOGETHER WITH A 20' ACCESS EASEMENT ALONG THE CENTERLINE OF AN EXISTING DRIVE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE INTERSECTION OF THE COMMON LAND LOT LINES OF LOT 125, LAND LOT 126, LAND LOT 132 & LAND LOT 133, AFOREMENTIONED DISTRICT; THENCE SOUTH  $83^{\circ} 55' 41''$  EAST, A DISTANCE OF 1522.08 FEET TO A POINT; THENCE NORTH  $00^{\circ} 18' 59''$  WEST, A DISTANCE OF 315.00 FEET TO A POINT; THENCE SOUTH  $29^{\circ} 30' 02''$  EAST, A DISTANCE OF 46.79 FEET TO AN IRON PEN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484") ; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF LARRY E. MIZE & TERRY W. MIZE THE FOLLOWING COURSES AND DISTANCES: NORTH  $89^{\circ} 03' 59''$  EAST, A DISTANCE OF 350.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH  $00^{\circ} 56' 01''$  EAST, A DISTANCE OF 315.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER LSF000484"); THENCE SOUTH  $89^{\circ} 03' 59''$  WEST, A DISTANCE OF 101.16 FEET TO THE CENTERLINE OF A GRAVEL DRIVE BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF SAID GRAVEL DRIVE THE FOLLOWING COURSES AND DISTANCES SOUTH  $08^{\circ} 11' 29''$  EAST, 98.90 FEET TO A POINT; THENCE SOUTH  $03^{\circ} 35' 50''$  EAST, 35.60 FEET TO A POINT; THENCE SOUTH  $01^{\circ} 25' 58''$  WEST, 58.34 FEET TO A POINT; THENCE SOUTH  $01^{\circ} 14' 33''$  WEST, 51.74 FEET TO A POINT; THENCE 102.73 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH  $06^{\circ} 21' 54''$  EAST 102.42 FEET AND A RADIUS OF 386.83 FEET TO A POINT; THENCE SOUTH  $15^{\circ} 35' 50''$  EAST, 98.97 FEET TO A POINT; THENCE SOUTH  $17^{\circ} 18' 34''$  EAST, 56.73 FEET TO A POINT; THENCE 140.98 FEET ALONG A CURVE TO THE RIGHT\* SAID CURVE HAVING A CHORD OF SOUTH  $09^{\circ} 17' 41''$  EAST 140.52 FEET AND A RADIUS OF 503.90 FEET TO A POINT; THENCE SOUTH  $00^{\circ} 36' 32''$  EAST, 30.51 FEET TO A POINT; THENCE SOUTH  $01^{\circ} 56' 49''$  WEST, 179.83 FEET TO A POINT; THENCE SOUTH  $02^{\circ} 37' 38''$  WEST, 21.36 FEET TO A POINT; THENCE 120.20 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH  $14^{\circ} 13' 24''$  EAST 118.23 FEET AND A RADIUS OF 191.27 FEET TO A POINT; THENCE SOUTH  $31^{\circ} 22' 09''$  EAST, 75.32 FEET TO A POINT; THENCE SOUTH  $33^{\circ} 28' 05''$  EAST, 93.92 FEET TO A POINT; THENCE 40.93 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF SOUTH  $30^{\circ} 28' 01''$  EAST 40.92 FEET AND A RADIUS OF 644.82 FEET TO A POINT; THENCE 56.18 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH  $42^{\circ} 19' 44''$  EAST 55.96 FEET AND A RADIUS OF 181.64 FEET TO A POINT; THENCE SOUTH  $49^{\circ} 50' 23''$  EAST, 66.25 FEET

TO A POINT; THENCE SOUTH 47° 44' 16" EAST, 46.86 FEET TO A POINT; THENCE SOUTH 46° 40' 09" EAST, 17.64 FEET TO A POINT; THENCE 78.19 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF SOUTH 66° 25' 04" EAST 76,65 FEET AND A RADIUS OF 113,42 FEET TO A POINT; THENCE SOUTH 89° 59' 40" EAST, 184.21 FEET TO THE WEST RIGHT OF WAY OF PIEDMONT MOUNTAIN ROAD (60' PUBLIC RIGHT OF WAY) AND BEING THE POINT OF TERMINATION.

The December 2023 Lease Agreement if further amended by increasing the monthly rental set forth in Paragraph 5(a) from \$1,200.00 per month to \$1,350.00 per month.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDLORD:

\_\_\_\_\_  
Witness

(SEAL)

\_\_\_\_\_  
LARRY E. MIZE

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

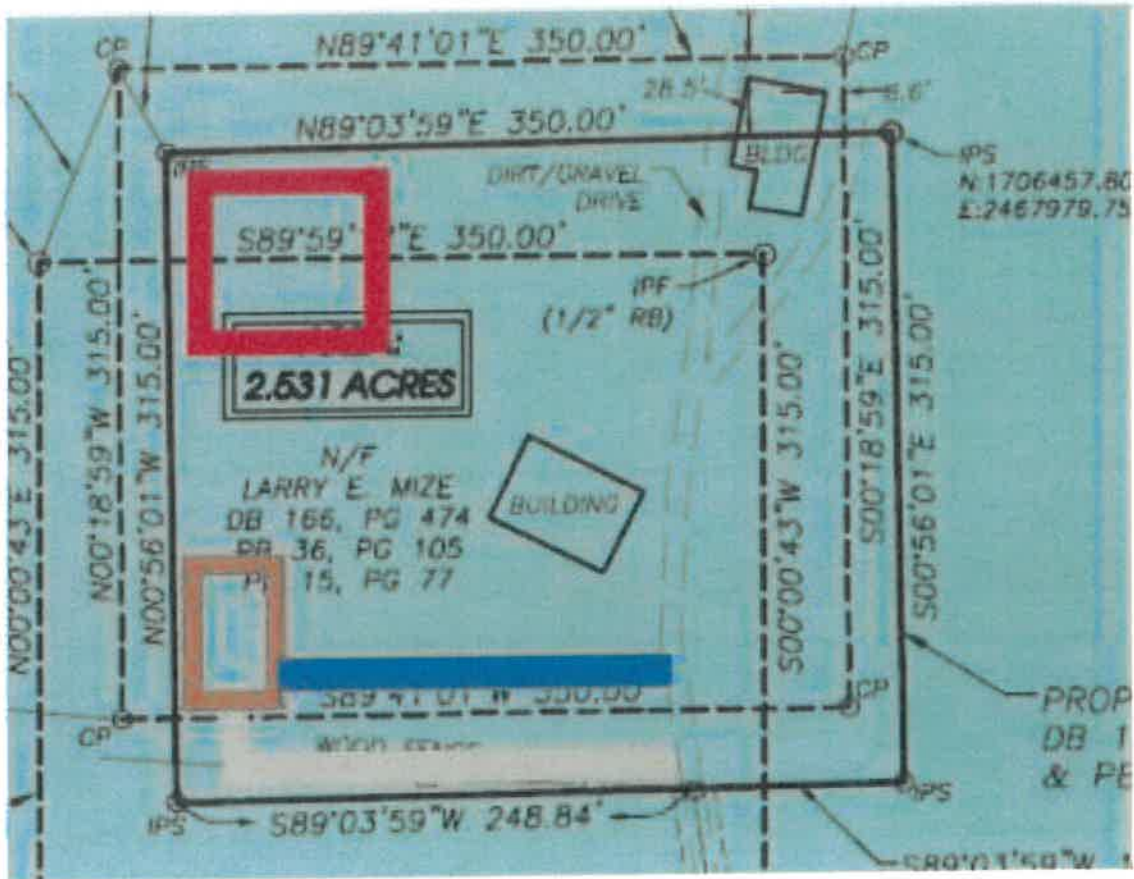
Signed, sealed and delivered in the presence of:

TENANT:  
HABERSHAM COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Chairman Ty Akins

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



The brown box is the new tower compound and the gray easement is the new access easement. The red is the former tower compound and the blue is the alternate access easement proposed by Ci.

EXHIBIT "A"

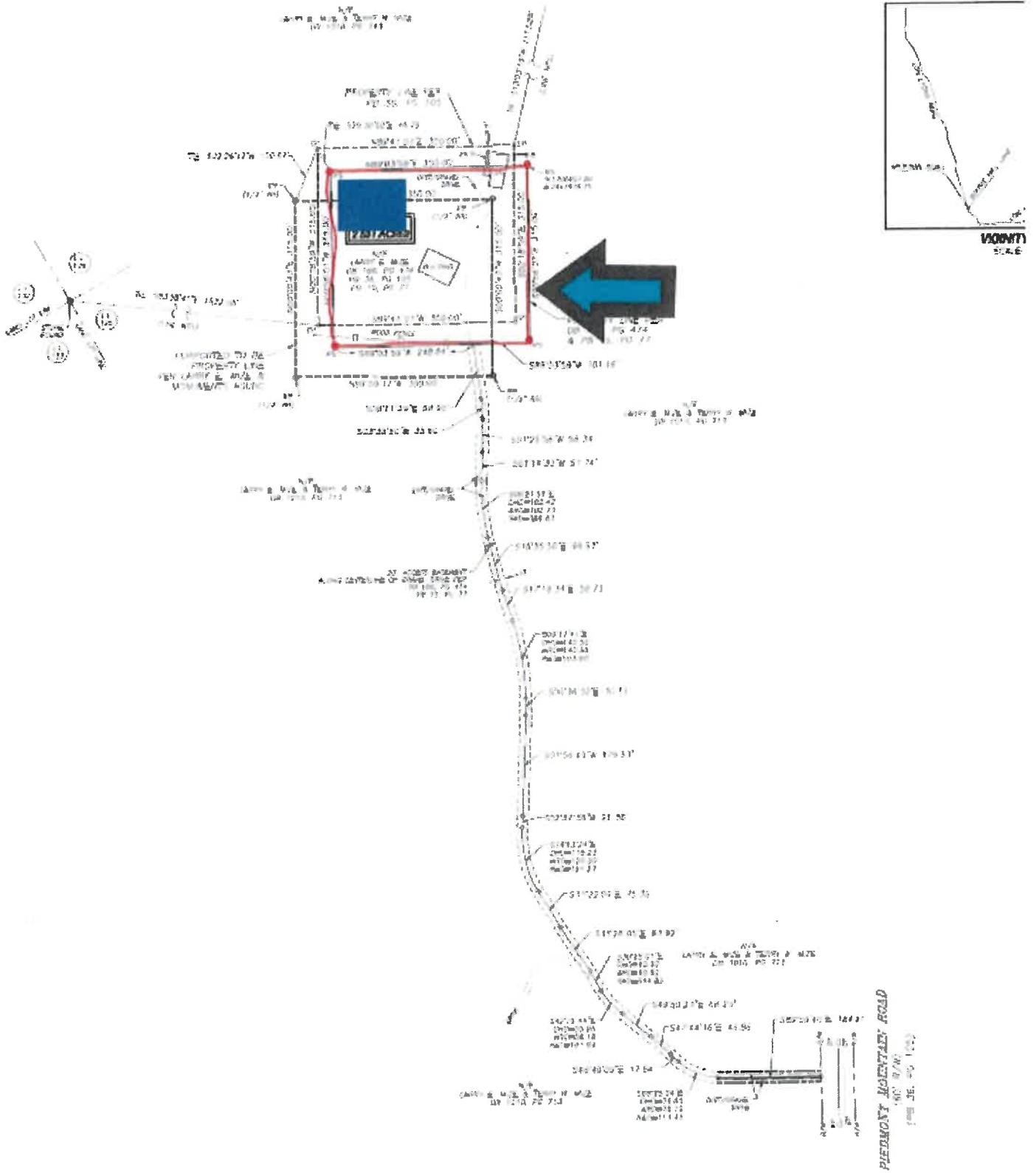
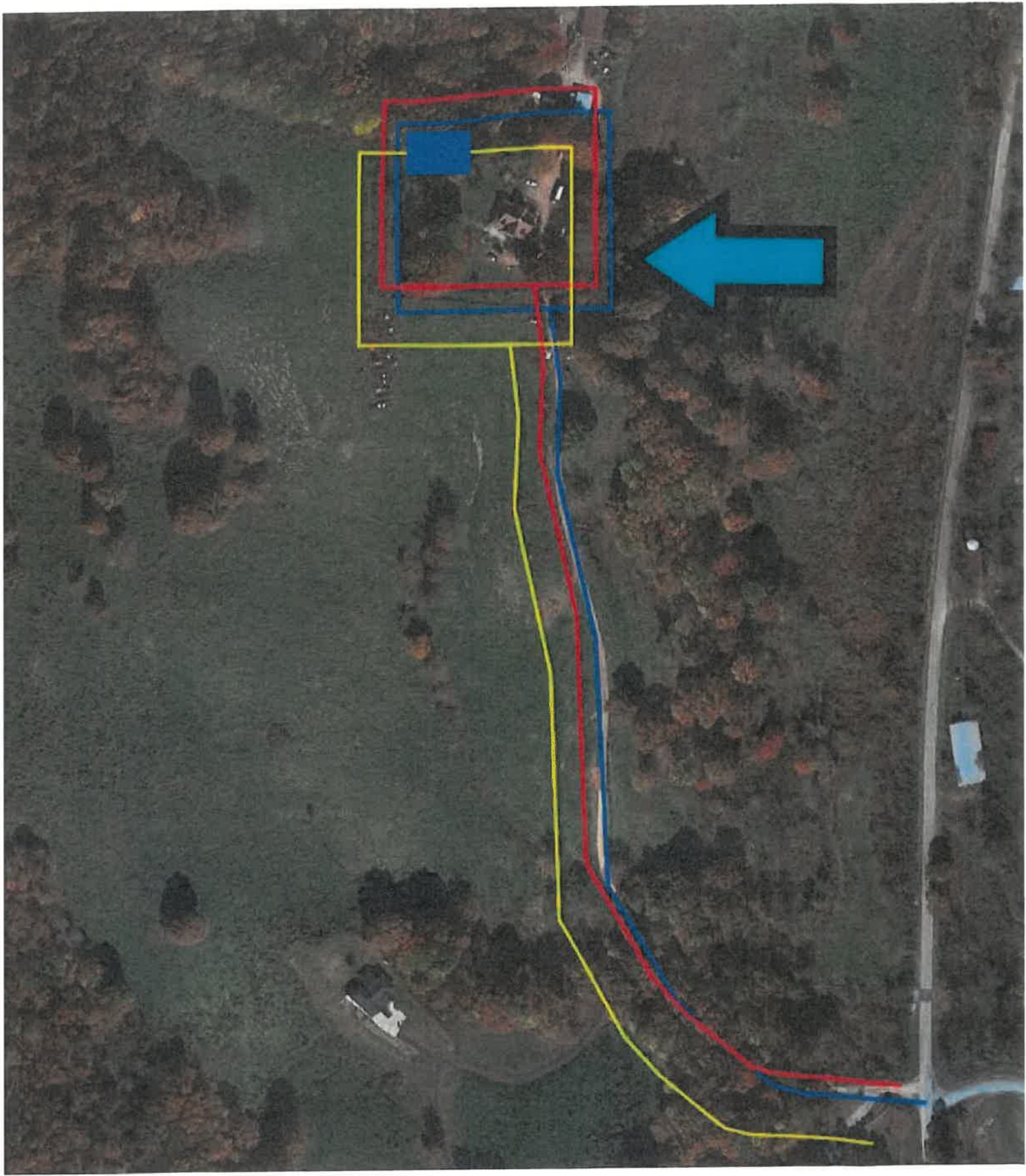


EXHIBIT "A-1"



"A-2"