

May 4, 2017

VIA HAND DELIVERY

Madison County
Mr. Carl Allen
125 West North Street
Canton, MS 39046

Re: Application for Wireless Telecommunications Facility
GST Capital Partners, LLC
Pickens Partain
NS Reference No. 13714.002

Dear Mr. Allen:

Please find enclosed the Use permit application, filed on behalf of my client GST Capital Partners. Also enclosed with the request are:

- Eight (8) copies of the plans with legal description and survey
- Copy of the deed-via Will
- Copy of the MOL for the lease
- Property is currently zoned A-1
- Filing fee of \$100.00

As indicated on the site plans, my client is proposing to construct a 380 ft. wireless telecommunications structure with ground space four (4) carriers. The site is on property owned by Ms. Mary Evelyn Partain. The site is located at 6730-Z Hwy 51, Pickens, MS 39146.

I would appreciate it if you place the request on the June 8, 2017 Planning Commission agenda and the following Board of Supervisors agenda. If I can provide any additional information, please do not hesitate to call me at 601-898-3358.

Thank you for your assistance with this matter.

Sincerely,
NEEL-SCHAFFER, INC.



Belinda Bodie
Zoning Specialist

encl

APPLICATION FOR SPECIAL EXCEPTION

Name and Address of Applicant: <i>GST Capital Partners</i> <i>330 Marshall St; Ste 300</i> <i>Shreveport, LA 71101</i>	Street Address of Property (if different address): Same- <i>6730-2 Hwy 51</i> <i>Pickens, ms 39146</i>
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APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
		See (Exhibit A)	<i>123-6-35809.00</i>	X	See (Exhibit B)

Other Comments: As per Article 2605 of the Madison County Zoning Ordinance.

Comments
Request for the construction of a 380 ft wireless telecommunications facility along w/ associated ground equipment

Respectfully Submitted

Belinda Bodis



Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____

SECTION 2605 - SPECIAL EXCEPTIONS (CONDITIONAL USE PERMITS)

The Planning Commission is empowered to hear and decide whether or not proposed special exceptions (conditional uses) authorized under this Ordinance should be granted.

2605.01 Requirements for Granting a Special Exception (or Conditional Use Permit): Any person desiring a special exception shall submit a written application (on a form furnished by the Zoning Administrator) indicating the Section in the Ordinance under which the conditional use is sought and stating the grounds on which it is requested. The applicant shall complete the application and provide eight (8) copies to the Zoning Administrator. Applications shall be submitted by the 1st day of the month preceding the next regular meeting of the Planning Commission at which the application is to be reviewed, or it will not be placed on the Planning Commission agenda for that meeting.

The Planning Commission shall not grant a special exception unless satisfactory provision and arrangement has been made concerning ALL of the following:

- A. Ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- B. Off-street parking and loading areas.
- C. Refuse and service areas.
- D. Utilities, with reference to locations, availability, and compatibility.
- E. Screening and buffering with reference to type, dimensions, and character.
- F. Required yards and other open space.
- G. General compatibility with adjacent properties and other property in the district.
- H. Any other provisions deemed applicable by the Planning/Zoning Commission or the Board of Supervisors.

2605.02 Demonstration of Change in Character of Neighborhood and Public Need Not Required:

Unlike applications for changes in the Official Zoning Map (that is, a rezoning-see Section 2606.03 B), it shall not be necessary for an applicant for a special exception to demonstrate that the character of the neighborhood has changed to such an extent to justify granting the special exception or that there is a public need for the exception.

2605.03 Site Plan Required: Every applicant for a special exception (conditional use permit) shall submit a site plan in accordance with Sections 2607 through 2610 of this Ordinance.

2605.04 Public Hearing Required: A public hearing shall be held in accordance with Section 2611 of this Ordinance for all proposed special exceptions.

2605.05 Public Hearing Before Board of Supervisors Unnecessary Unless Requested by Aggrieved Party: Following a public hearing held before the Planning Commission on a proposed special exception, it shall NOT be necessary to hold another hearing on the proposed special exception. The Board of Supervisors may act upon the recommendation of the Planning/Zoning Commission. Any party

aggrieved by the recommendation of the Planning Commission shall be entitled to a public hearing before the Board of Supervisors, with due notice thereof as provided under Section 2611 of this Ordinance. An aggrieved party may be anyone who takes exception with the recommendation made by a majority of a quorum of the Commission. Such a hearing shall be provided only if the aggrieved party files a written request with the zoning administrator within fifteen (15) days of the vote of the commission on the recommendation as provided under Section 2613.02.

MADISON COUNTY PLANNING AND ZONING

Petitions for Rezoning, Special Exceptions, and Variances

All applications for Rezoning, Special Exceptions, and Variances shall contain the following information:

1. Proof of ownership in the form of a recorded deed.
2. If the applicant is not the owner, a legal document authorizing the applicant to submit the petition.
3. Verification of the availability of necessary utilities.
4. A legal description of the subject property, in a digital format
5. A survey of the subject property, with flood hazard areas shown, if necessary.
6. The current and proposed zoning of the subject property.
7. Specific use of subject property if rezoned.
8. Site plan, if applicable.(See Article 26, Section 2609)
9. Notification to any municipality if within 1 mile.

See Article 4, Section 403 for dimensional requirements for Public/Quasi-Public Facilities

THE INFORMATION LISTED ABOVE SHALL BE FURNISHED BY THE PETITIONER.

Prepared by:

GST Capital Partners, LLC
650 Olive Street
Shreveport, LA 71101

Return to:

GST Capital Partners, LLC
Attn: John Bean
650 Olive Street
Shreveport, LA 71101

22⁰⁰ ②
4#602

Re: Cell Site # MS2015026, Cell Site Name: Pickens
State: Mississippi
County: Madison

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 24 day of NOVEMBER, 2015, by and between Mary Evelyn Partain, with address of 1080 Old Hwy 51 Rd, Pickens, MS 39146, (hereinafter referred to as "Landlord") and GST Capital Partners, LLC, a Delaware limited liability company, having a mailing address of 650 Olive Street, Shreveport, LA 71101 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into an Option and Lease Agreement ("Agreement") on the 24 day of NOVEMBER, 2015, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option with six (6) successive five (5) year options to renew.
3. The portion of the landlord's property being leased to Tenant and all easements that are associated are described in Exhibit A and B that is attached.
4. The Agreement is not amended or modified by this Memorandum of Lease and furthermore all the provisions of the Agreement are hereby ratified and affirmed. The Agreement shall control any conflict that might arise from this Memorandum of Lease. The Agreement is binding to the parties and their heirs, successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 24 day of November, 2015.

OWNER:

By: Mary E. Partain
Print: Mary E. Partain
Title: Lessor
Date: Nov: 24, 2015

Witnesses for Owner:

By: Donna M. Henry
Print Name: Donna M. Henry
By: Deborah A McGraw
Print Name: Deborah S McGraw

TENANT:

GST Capital Partners, LLC
a Delaware limited liability company

By: JMH
Print: J MATTHEW HUFFY
Its: VICE PRESIDENT
Date: DECEMBER 1, 2015

Witnesses for Tenant:

By: Grant Killough
Print Name: GRANT KILLOUGH
By: Joseph T. Bowman
Print Name: Joseph T. Bowman

LANDLORD ACKNOWLEDGMENT

STATE OF Mississippi,

COUNTY OF Madison,

On the 18 day of November, 2015, before me personally appeared Marye Fortain, 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.




Stacey Alexander
Notary Public: Stacey Alexander
My Commission Expires: Jan 24 2017

TENANT ACKNOWLEDGMENT

STATE OF LOUISIANA,

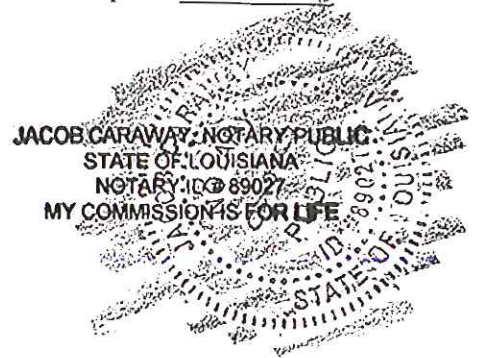
PARISH OF CADDO,

On the 1 day of DECEMBER, 2015, before me personally appeared J MATTHEW HUFFY, who acknowledged under oath that he/she is the VICE PRESIDENT of GST Capital Partners, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: _____

My Commission Expires: _____



Last Will and Testament

16-074

We, H. B. Partain and Beulah S. Partain, husband and wife, of Madison County, Mississippi, both being of sound and disposing mind and memory, and desiring to make disposition of our earthly affairs so that no contention may arise concerning the same when we, or either of us, be dead, do each mutually, in consideration of the other's hereby making his or her will, and of the provisions made herein in each other's behalf, make this our Last Will and Testament, and agree that the same cannot be changed or varied by either without the consent in writing of the other.

I.

In the event the undersigned H. B. Partain should pre-decease the undersigned Beulah S. Partain, then all property, and interest in property, then owned by said H. B. Partain shall go to Beulah S. Partain, for her use and benefit, subject only to this:

It is our belief, as well as hope, that it will not be necessary for her to exhaust during her life time those properties which would then be hers, and, without restricting her discretion in the use, conversion and disposition of such properties, it is agreed that the following items of property shall be the last disposed of, if she finds or deems it necessary to dispose of all other items:

- a. That part of the "Anderson Place" which lies East of U. S. Highway No. 51, and West of the 138 acres next mentioned, with all mineral rights by us or either of us then owned;
- b. The mineral interest reserved by us in deed to Jasper M. Partain of even date to 138 acres, more or less, out of the original "Anderson Place";
- c. The royalty interest from which we are now receiving production payments from Carter Oil Company;
- d. Sixty (60) mineral acres out of 120 acres which we know as the "Fore Place";

II.

Upon her death, without further action by her or any Court,

- a. Those items of property identified above in "I.a." and "I.b." shall become the property of Jasper M. Partain, or, in the event of his prior death,

his heirs at law;

b. The royalty interest identified above as "I.o." shall go to Pickens Baptist Church and the "Baptist Foundation", in equal shares;

c. The 60 mineral acres identified above as "I.d." shall go, share and share alike, to

Melton Partain, nephew of H. B. Partain, and
Ozner Smith, nephew of Beulah S. Partain;

d. All other property owned by the said Beulah S. Partain at the time of her death, subject only to Section V hereof, shall be converted into cash by the Executor hereinafter named, and the proceeds divided among the following, in the proportions shown, to-wit:

- 1. Jasper M. Partain, Pickens, Mississippi, 1/9th;
- 2. S. Curtis Partain, Columbus, Mississippi, 1/9th;
- 3. R. Stanley Partain, Columbus, Mississippi, 1/9th;
- 4. Mrs. Minnie Smith Jackson,
316 Meridian Street,
Falls Church, Virginia, 1/9th;
- 5. Mrs. Cora Smith Dowdle, Caladonia, Mississippi, 1/9th;
- 6. Elsy J. Smith, Sr., Jonestown, Mississippi, 1/9th;
- 7. Roy H. Smith,
3418 Wellington Road,
Montgomery, Alabama, 1/9th;
- 8. Walter C. Smith,
396 6th Street, N. E.,
Atlanta, Georgia, 1/9th;
- 9. The children of I. Ozner Smith, deceased:
Evelyn Smith, 1/18th;
Ozner Smith, 1/18th.

III.

In the event the undersigned Beulah S. Partain should pre-decease the undersigned H. B. Partain, then all property of testators, whether owned jointly or severally, shall be vested in the Bank of Pickens, at Pickens, Mississippi, as Trustee, who shall take title to, and possession of, all assets and manage same for the use and benefit of said H. B. Partain, so long as he shall live. In such management, the Trustee shall have unfettered discretion, subject only to Section V hereof, as to investments, conversions, re-conversions, and withdrawals from principal or interest, the best interests of H. B. Partain remaining always the first consideration. The Trustee shall be entitled to receive and

retain for such service an annual charge in line with those of similar institutions for similar services. In all such management the Trustee shall be liable only for fraud, gross negligence or willful wrongdoing. With respect to Section V it is, nevertheless, here stipulated that the income from the Carter Oil Company royalty shall be a part of the income of the trust estate.

IV.

Upon the death of H. B. Partain, the Trustee shall make the same disposition of all properties still in hand, as provided in Section II above.

V.

As to household goods and the personal effects of Beulah S. Partain, it is understood and agreed that such shall remain and/or become her separate property subject to disposition by her, by gift, bill of sale or supplementary will in the nature of codicil, in the event that she survives H. B. Partain; and should she pre-decease him, then, as to her personal effects, a memorandum dated, written and signed entirely in her handwriting, attached to this instrument, shall govern the disposition thereof.

VI.

The Bank of Pickens is appointed Executor of this, our joint last will and testament, without bond.

VII.

If by any development of facts, or construction of this will, any property belonging to either of us should not appear to be covered or disposed of hereby, then any and all such property shall go to and be divided between the

PAGE 3, Last Will and Testament

H. B. Partain and Beulah S. Partain

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nine interests above named as in Sections II and IV.

MADE, PUBLISHED and DECLARED in the presence of the undersigned witnesses, who have signed as such at our special instance and request, in our presence, and in the presence of each other, all upon this, the 7th day of January, 1956.

WITNESSES TO SIGNATURE OF
H. B. PARTAIN

Attest for
H. B. Partain
H. B. Partain
his name

I. J. Beck
W. W. Miller

WITNESSES TO SIGNATURE OF
BEULAH S. PARTAIN

Beulah S. Partain
Beulah S. Partain

I. J. Beck
W. W. Miller

FILED
THIS DAY
SEP 8 1958
W. A. SIMS
CHANCERY CLERK
by Mrs. W. W. Miller

16-074

CODICIL NUMBER ONE TO WILL OF
UNDERSIGNED, DATED, January 7, 1956.

By this Codicil to our will executed in Pickens, Mississippi,
January 7, 1956, we enlarge the provisions of Section II. d. and
Section VII to provide that in the event of the death, or deaths,
of any one or more of the persons named in Section II. d., and referred
to in Section VII, the share, or shares, respectively, of such deceased
person, or persons, shall go to the heirs of the body of the deceased,
and should such deceased leave no heir, or heirs, of the body, then
proportionately to the surviving members of the named devisees.

WITNESS our signatures in the presence of the undersigned
witnesses, who have signed as such at our special instance and request,
in our presence, and in the presence of each other, all upon this, the
30 day of January, 1956.

WITNESSES TO SIGNATURE OF
H. B. PARTAIN

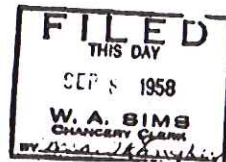
A. L. Lewan, MD
J. P. Brock

H. B. Partain (X)
H. B. Partain
Mrs. Madeline Doty, witness

WITNESSES TO SIGNATURE OF
BEULAH S. PARTAIN

A. L. Lewan, MD
J. P. Brock

Beulah S. Partain
Beulah S. Partain

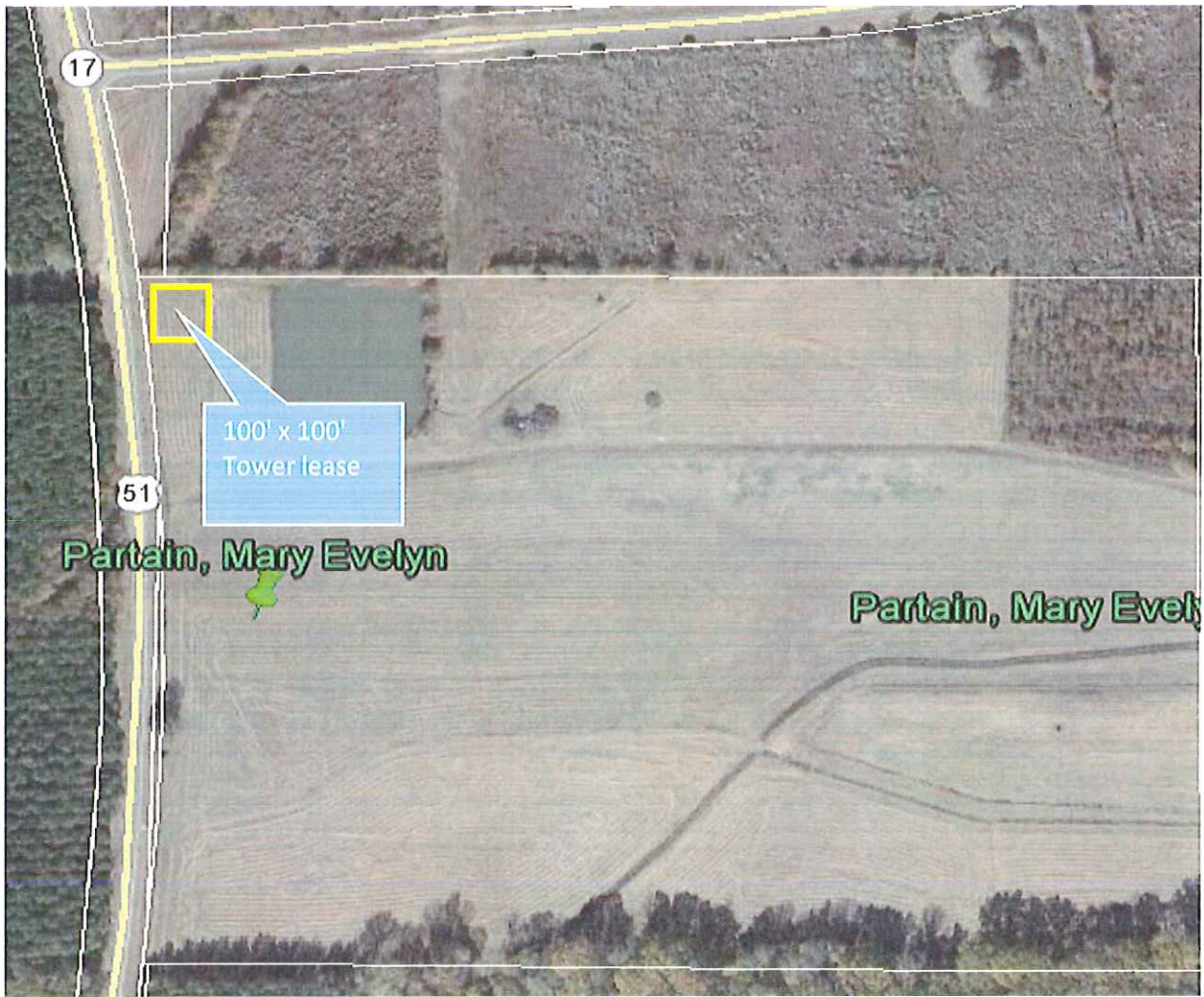


STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 5 day of Sept, 1958, at 10 o'clock A. M.,
and was duly recorded on the 11 day of Sept, 1958, Book No. 7 on Page 50
in my office.

Witness my hand and seal of office, this the 11 of Sept, 1958.

W. A. SIMS, Clerk
By [Signature], D. C.



Partain, Mary Evelyn

Partain, Mary Evelyn

Exhibit A

Property Description: Legal

A tract of land containing 65 acres more or less, situated in the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 35, Township 12 North, Range 3 East; more particularly described as that part of the "Anderson Place" which lies East of U.S. Highway No. 51, and West of the 138 acres more or less, out of the original "Anderson Place".

Exhibit B

Site sketch

