

## SECOND AMENDMENT TO PCS SITE AGREEMENT

This **SECOND AMENDMENT TO PCS SITE AGREEMENT** ("Second Amendment") to that certain PCS Site Agreement dated February 16, 1998 (the "PCS Site Agreement") as amended by that certain First Amendment to PCS Site Agreement ("Amendment") dated April 25, 2007 (collectively, the "Agreement") by and between **CITY OF STOCKBRIDGE**, a Georgia body politic ("Owner") and **SPRINTCOM, INC.**, a Kansas corporation ("SprintCom"), (collectively, the "Parties") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### WITNESSETH

WHEREAS, Owner owns certain real property and water storage facility located in the City of Stockbridge, County of Henry, State of Georgia and more commonly known as 4617 North Henry Boulevard, Stockbridge, Georgia 30281.

WHEREAS the parties entered into the Agreement whereby Owner leases to SprintCom and SprintCom leases from Owner a certain portion of the property together with a non-exclusive easement for reasonable access thereto and to the appropriate source of electric and telephone facilities ("Site"). The Site is more particularly described in Exhibit A ("Exhibit A") to the PCS Site Agreement attached thereto and made a part thereof.

WHEREAS the parties desire to amend and modify certain terms and conditions of the Agreement as set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby covenant and agree as follows:

### AGREEMENT

1. **General Conditions:**
  - a. All references to "Lessor" and "Lessee" contained in the Amendment shall be deemed to refer to Owner and SprintCom respectively.
  - b. All terms of conditions of this Second Amendment shall be deemed to be effective as of 12:01 a.m. (Eastern Standard Time) February 16, 2013 ("Effective Date").

- c. All terms and provisions of the Amendment are hereby confirmed, ratified, incorporated and adopted herein; provided, however, that Section 2 ("Renewal Options") of the Amendment is hereby deleted in its entirety and replaced with the following in lieu thereof:

**"Renewal Terms:** Commencing upon the Effective Date of this Second Amendment, the Agreement shall be renewed for one (1) term of five (5) years ("First Renewal Term"). Upon expiration of the First Renewal Term, the Agreement shall automatically be renewed for one (1) additional term of five (5) years ("Second Renewal Term"), unless SprintCom provides Owner written notice of its intention not to renew not less than ninety (90) days prior to the end of the First Renewal Term.

- d. The parties hereby acknowledge and affirm that each has at all times during the Extension Term (as defined by the Amendment) performed all of its respective obligations thereto.

2. **Rent:** Commencing on the Effective Date and on the first day of each month thereafter, SprintCom shall pay Owner as rent ("Rent") the sum of **THREE THOUSAND AND 00/100 DOLLARS (\$3000.00)** per month, payable in advance. Partial months shall be prorated. On the first anniversary of the Effective Date, and annually thereafter, Rent shall be increased by an amount equal to three-percent (3%) over the Rent for the immediately preceding year.
3. **Reconciliation of Rent:** Not later than thirty (30) days following full execution of this Second Amendment SprintCom shall tender to Owner the balance of unpaid rent pursuant to Section 2 of this Second Amendment.
4. **Notices:** Section 4 ("Notices") of the Amendment is hereby amended as follows:

"If to Owner:

City of Stockbridge  
Attn: City Clerk  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

If to SprintCom:

Sprint Property Services  
Site ID: AT03XC119-A  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

With a Mandatory Copy to:

Sprint Law Department  
Site ID: AT03XC119-A  
Attn: Real Estate Attorney  
Mailstop KSOPHT0101-2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020

6. **Indemnity:** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following in lieu thereof:

“Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, to the extent allowed by law. Owner and SprintCom each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys’ fees), damages, claims of liability and losses (collectively, “Claims”) which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

7. **Reaffirmation:** Except as provided in this Second Amendment, each and every term, condition and provision contained in the Agreement shall remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties, executing this Second Amendment, on behalf of themselves, their assigns, successors, and heirs, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**IN WITNESS WHEREOF**, the undersigned parties have hereunto set their respective hands and seals to this Second Amendment as of the date first written above.

**OWNER:**  
**CITY OF STOCKBRIDGE**  
a Georgia body politic

**SPRINTCOM:**  
**SPRINTCOM, INC.**  
a Kansas corporation

By: \_\_\_\_\_  
Mark Alarcon  
Mayor

By: \_\_\_\_\_  
Lawrence Callander  
Area Manager

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

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

Attest: \_\_\_\_\_  
Rhonda Blackmon  
City Clerk

{SEAL}

**EXHIBITS:**

A: CITY OF STOCKBRIDGE COUNCIL RESOLUTION TO APPROVE SECOND AMENDMENT



STEPS NEEDED  
TO FINALIZE &  
EXECUTE NEW  
AGREEMENT

DAN L. WILLIAMS  
Site Development Specialist II  
POST On-Air Support  
Authorized Representative for Sprint  
3800 Gateway Center Blvd. Ste. 301  
Morrisville, NC 27560 USA  
dan.williams@ericsson.com  
919.412.5887

VIA UPS SECOND DAY LETTER  
TRK # IZ 21A 059 13 9795 6051

INCREASE IN  
RENT - WILL BE  
RETROACTIVE

8 April, 2014

The Honorable Tim L. Thompson, Mayor  
CITY OF STOCKBRIDGE  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

RE: Sprint Site ID AT03XC119-A / Stockbridge Water Tower  
Site Address: 4617 North Henry Boulevard, Stockbridge, (Henry County) Georgia 30281  
Second Amendment to PCS Site Agreement

Dear Mayor Thompson,

I bring this matter to your attention after attempting since December to bring it to closure with former and current administrative and maintenance staff.

In January of last year, former City Manager David Milliron contacted Sprint regarding alleged safety and equipment installation issues at the subject site. Specifics on the installation issues have never been documented to any detail. A further investigation by Mr. Milliron and by William J. Linkous, III, Esq., as City Attorney, revealed issues with the existing lease.

An amendment to the lease was drafted, approved by Mr. Linkous as well as Sprint's attorney, and presented by Mr. Milliron to the City Council at its December 9, 2013 meeting. The Amendment was approved by Council, however pursuant to the City's charter, and subsequently Georgia state law, requires a signed Resolution of Council. An apparent lack of a Resolution for the First Amendment was one of the issues identified by Mr. Linkous.

The last email from Mr. Milliron on December 19<sup>th</sup> indicated that the City Clerk (Rhonda Blackmon) would see the Amendment through the execution process. Email inquiries on January 6, 2014, (Ms. Blackmon and Sansannah Jackson), again on February 17, 2014 (Ms. Jackson) and a phone call with follow-up email with Stephanie Tigner on March 5, 2014 have failed to move this matter forward. Additionally, our vendor, NeoCom Solutions, is receiving no guidance or assistance in setting up a meeting with Jeff Bledsoe in City Maintenance and your tank maintenance company to resolve the alleged installation issues.

Ericsson Services, Inc.  
6100 Sprint Parkway  
Overland Park, Kansas 66251, USA  
Office 913 725 5501

Page 2

Letter to The Honorable Tim L. Thompson  
City of Stockbridge  
AT03XC119-A

We understand there have been significant changes at the City Manager and City Clerk's offices, however, absent an executed Amendment with the required resolution and an on-site meeting with City Maintenance and the tank contractor, Sprint cannot resolve any of the issues brought forward by Mr. Milliron. Until we receive the executed Amendment, the Resolution and some direction with respect to the installation issues, we will consider this matter closed. All terms and conditions of the lease as it currently exists will be honored by Sprint.

If you require additional information or would like to discuss the matter further, feel free to call me at the number above.

Sincerely,

A handwritten signature in black ink, appearing to read 'DLW', with a long horizontal flourish extending to the right.

Dan L. Williams  
Authorized Representative

DLW:s

Enclosure

cc: File  
Jay Ortiz, Esq.  
Keith Lee  
Larry Callander  
William J. Linkous, III, Esq.

## Michael Harris

---

**From:** S. Fincher <sfincher@fdwmlaw.com>  
**Sent:** Tuesday, April 15, 2014 5:32 PM  
**To:** Michael Harris  
**Cc:** 'Mike Williams'  
**Subject:** RE: Emailing: Corres to SMF fr Freeman Mathis re City of Stockbridge fr Ericsson 04.08.14

You can, if you wish, rely on the prior approval.

-----Original Message-----

**From:** Michael Harris [mailto:MHarris@cityofstockbridge-ga.gov]  
**Sent:** Tuesday, April 15, 2014 5:28 PM  
**To:** 'S. Fincher'  
**Cc:** 'Mike Williams'  
**Subject:** RE: Emailing: Corres to SMF fr Freeman Mathis re City of Stockbridge fr Ericsson 04.08.14

Thanks Steve,

I spoke with Dan Williams earlier today about this, and what needs to be done to get it resolved. It appears that the agreement that was voted on by the Council on Dec. 9th was never signed, and therefore has not been executed. If, after reviewing the agreement, this council is still agreeable to the terms, can Tim sign, or would it need to go back before our council. As this is a source of revenue for the City, I would like to get it resolved as soon as is reasonable. I will discuss this with Tim in the morning.

Thanks,  
Michael

-----Original Message-----

**From:** S. Fincher [mailto:sfincher@fdwmlaw.com]  
**Sent:** Tuesday, April 15, 2014 3:21 PM  
**To:** Michael Harris  
**Cc:** 'Mike Williams'  
**Subject:** FW: Emailing: Corres to SMF fr Freeman Mathis re City of Stockbridge fr Ericsson 04.08.14

Michael,

I turn this over to you.

Standing by for instructions otherwise.

Steve

-----Original Message-----

**From:** Patricia Session [mailto:psession@fdwmlaw.com]  
**Sent:** Tuesday, April 15, 2014 2:32 PM  
**To:** sfincher@fdwmlaw.com; 'Erica Thorington'  
**Subject:** FW: Emailing: Corres to SMF fr Freeman Mathis re City of Stockbridge fr Ericsson 04.08.14

MAIL - Associated

Your message is ready to be sent with the following file or link attachments:

Corres to SMF fr Freeman Mathis re City of Stockbridge fr Ericsson 04.08.14

**Note:** To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## Michael Harris

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**From:** Dan Williams <Dan.Williams@ericsson.com>  
**Sent:** Wednesday, March 05, 2014 5:00 PM  
**To:** Stephanie Tigner  
**Subject:** FW: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision  
**Attachments:** FW: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision; At03XC119\_AMD2\_DLW DRAFT 120313\_ \_jo rev 120513\_ \_DLW update 121013\_ \_jo rev 121013\_ \_DLW Update 030514\_ .pdf; FW: Stockbridge, GA - 100k Elev. Tank #1/School WT (Tank Review & Retrofit Recommendations for Sprint Equipment)  
**Importance:** High

Stephanie,  
Thank you for taking my call today.

Attached is the last email I sent to David just prior to the Holidays and after the December 9, 2013 Regular Meeting of City Council. We were expecting this Amendment to be executed prior to the end of Mayor Alarcon's term. Unfortunately, that did not happen. Therefore, I have updated that final document once more for the City's Signature Block for Mayor Thompson and you as City Clerk. (PDF File)

This document requires a City Council Resolution signed by the Mayor acknowledging approval of the Amendment. The Mayor and you should then execute on behalf of the City. Once executed, I'll make arrangements for the originals to be picked up for execution on behalf of Sprint by Larry Callander who sits in Norcross.

There is a true-up of rent due to the City pursuant to this Amendment which increased rent as of February 2013.

Lastly, you should be aware that this came to light due to concerns about the installation of upgrades for our 4g / LTE equipment on the tank in 2012. As you can see from the attached email, our vendor, NeoCom Solutions, as well as your tank maintenance provider, Utility Services Company, is not receiving any instruction from your Maintenance Department on how or when to proceed.

If you have any questions, don't hesitate to call.

Thank you in advance for your assistance in resolving these two matters.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
LDO / POST On Air Support  
O 469.266.4613 | M 919.412.5887  
dan.williams@ericsson.com

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**From:** Sansannah Jackson [mailto:SJackson@cityofstockbridge-ga.gov]  
**Sent:** Monday, February 17, 2014 12:28 PM  
**To:** Dan Williams  
**Cc:** Stephanie Tigner; Hugh Austin  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

Good Afternoon Mr. Williams,

Dr. Ron Finnell is no longer with the City of Stockbridge. By copy of this email, I will request Mr. Hugh Austin, Executive Assistant to the Mayor, research and respond to your inquiry.

Kind regards,

-----  
Sansannah Jackson, Executive Assistant  
City of Stockbridge  
(770) 389-7900  
Fax: (770) 389-7912  
[sjackson@cityofstockbridge-ga.gov](mailto:sjackson@cityofstockbridge-ga.gov)  
<http://www.cityofstockbridge-ga.gov>

Georgia has a very broad Public Records Law. All written communications prepared and maintained or received in the course of official business by the City of Stockbridge are open records available to the public and news media upon request unless otherwise exempted by law. (Ga. Statute 50-18-70).

**From:** Dan Williams [mailto:Dan.Williams@ericsson.com]  
**Sent:** Monday, February 17, 2014 12:12 PM  
**To:** Sansannah Jackson  
**Cc:** Ron Finnell; Stephanie Tigner  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

All,  
I'm following up on this amendment. Council approved at its December 9, 2013 meeting. Please advise when we will see an executable document and properly executed Resolution.

If there are any questions, please call.

Thank you.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
LDO / POST On Air Support  
O 469.266.4613 | M 919.412.5887

[dan.williams@ericsson.com](mailto:dan.williams@ericsson.com)

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**From:** Sansannah Jackson [mailto:SJackson@cityofstockbridge-ga.gov]  
**Sent:** Monday, January 06, 2014 11:20 AM  
**To:** Dan Williams

**Cc:** Ron Finnell; Stephanie Tigner

**Subject:** Re: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

Good Morning Mr. Williams,

Mr. Milliron and Mrs. Blackmon are no longer with the City of Stockbridge. By copy of this email, I will request Interim City Manager, Ron Finnell, and/or Interim City Clerk, Stephanie Tigner, follow up with you regarding your inquiry.

Warm regards,

----

Sansannah Jackson, Executive Assistant

City of Stockbridge

(770) 389-7900

Fax: (770) 389-7912

[sjackson@cityofstockbridge-ga.gov](mailto:sjackson@cityofstockbridge-ga.gov)

<http://www.cityofstockbridge-ga.gov>

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**From:** Dan Williams <[Dan.Williams@ericsson.com](mailto:Dan.Williams@ericsson.com)>

**Date:** Monday, January 6, 2014 11:12 AM

**To:** Rhonda Blackmon <[RBlackmon@cityofstockbridge-ga.gov](mailto:RBlackmon@cityofstockbridge-ga.gov)>

**Cc:** Sansannah Jackson <[DMilliron@cityofstockbridge-ga.gov](mailto:DMilliron@cityofstockbridge-ga.gov)>

**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

Rhonda, David,

Happy New Year. I hope your holidays were nice and restful.

I'm following up on our amendment. Do we have the Resolution and an executed original prepared?

DLW

**DAN L. WILLIAMS**

**Site Development Specialist II**

Ericsson, Inc.

Authorized Representative for Sprint

LDO / POST On Air Support

O 469.266.4613 | M 919.434.0184

[dan.williams@ericsson.com](mailto:dan.williams@ericsson.com)

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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Thursday, December 19, 2013 1:58 PM  
**To:** Dan Williams; Rhonda Blackmon  
**Subject:** FW: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

We are good. Rhonda Blackmon, our City Clerk, will be your contact ... she is at City of Stockbridge, 4640 North Henry Blvd., Stockbridge, GA 30281 ... 770-389-7900 x203 ... enjoy your holidays!

-----  
David A. Milliron  
Stockbridge City Manager  
(770) 389-7904  
Fax: (770) 389-7912  
[dmilliron@cityofstockbridge-ga.gov](mailto:dmilliron@cityofstockbridge-ga.gov)  
<http://www.cityofstockbridge.com>

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**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]  
**Sent:** Thursday, December 19, 2013 1:56 PM  
**To:** David Milliron  
**Subject:** FW: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

David,  
I just wanted to follow-up with you on the Amendment to confirm all is acceptable. Today is my last day in the office until January 2nd, even though I'll be checking emails sporadically over that time.  
If we're good, I need to get you a shipping label to get the documents up to Larry for execution by Sprint.  
Please advise.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
LDO / POST On Air Support  
O 469.266.4613 | M 919.434.0184  
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**From:** Dan Williams  
**Sent:** Tuesday, December 10, 2013 5:25 PM  
**To:** 'David Milliron'  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - AMD2 Revision

David,  
Attached is the revised amendment specifying annual payments vs. monthly payments.  
Let me know if any further changes are required.  
Thank you.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
LDO / POST On Air Support

O 469.266.4613 | M 919.434.0184  
[dan.williams@ericsson.com](mailto:dan.williams@ericsson.com)

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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Monday, December 09, 2013 7:24 PM  
**To:** Dan Williams  
**Subject:** Re: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - Follow-up on Rent Payment Frequency.

Thanks!

On Dec 9, 2013, at 7:23 PM, "Dan Williams" <[Dan.Williams@ericsson.com](mailto:Dan.Williams@ericsson.com)> wrote:

David,  
I will have an updated document with annual vs. monthly payments to you by COB Wednesday. We'll be able to wrap this up prior to the end of Mayor Alarcon's term without issue. I know NeoCom communicated to Utility Services Company today for direction on the installation modifications required. Hopefully we'll have some direction in the next few days. Have a good evening!  
DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Monday, December 09, 2013 4:39 PM  
**To:** Dan Williams  
**Subject:** Re: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) - Follow-up on Rent Payment Frequency.

Current lease if auto extended is at 15 percent increments ... Our annual maintenance on the rank in today's dollars is \$35,545 per year ... So ultimately the city loses any increment.

On Dec 9, 2013, at 4:15 PM, "Dan Williams" <[Dan.Williams@ericsson.com](mailto:Dan.Williams@ericsson.com)> wrote:

David,  
Follow-up to our call Friday. Rent payments are made monthly. We can modify the agreement to annual if so desired.  
Apologies this is coming in at last minute. I had a forced domain server migration hit this morning and that's tied me up with computer issues most of the day.  
Following is a list of payments since December 2012.  
Thanks!

Type	Invoice #	Status	Vendor
------	-----------	--------	--------

Rent	AT03XC119RNT1216132314583412/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT1116132274554611/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT1016132434517810/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT091613246448439/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT081613239444968/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT071613238441477/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT061613254438426/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT051613234435055/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT041613248431534/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT031613243428253/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT021613261425052/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT011613249421831/16/2013	Fully Applied	STOCKBRIDGE, C - RENT
Rent	AT03XC119RNT1216122384189012/16/2012	Fully Applied	STOCKBRIDGE, C - RENT

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
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**From:** Dan Williams  
**Sent:** Friday, December 06, 2013 1:39 AM  
**To:** 'David Milliron'  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA) Amendment No. 2 to PCS Site Agreement  
**Importance:** High

David,  
Done!

Attached is the draft Second Amendment contemplated by the Alternate Proposal No. 1. I am attaching the draft in Word (protected for track changes) in the event your attorney needs to make any redlines. This document is approved from Sprint Legal as to form and terms. We are shortcutting the business approvals somewhat due to the timeframe, but the Area Manager is aware of all of this. If no changes are required, the PDF will serve as our "Clean Executable".

**Key Points:**

\* Effective Date = 02/16/13. Rent is retroactive @ \$3k/month (Below you state you want a January 2014 effective date, but this leaves the lease in an effective lapse since

February 16th. Our preference, even with paying the back rent, is to leave the lease terms running successively.)

\* Terms of the First Amendment are confirmed, ratified and incorporated into the Second Amendment. (ie no lapse in term, and all obligations have been fulfilled by both parties)

\* Annual escalator = 3%

\* One (1) renewal term of five (5) years. This is the current term which began 02/16/13. One "Second Renewal" Term of five (5) years.

\* Thirty day rent reconciliation / payment for unpaid rent balance due to increase.

\* Updated Notice addresses

\* The indemnity paragraph here is pulled from the Sample / Template for the new Sprint Lease you saw with the proposal. This verbiage is more current than what appears in the original Agreement. Therefore, we are replacing the entire paragraph and inserting "to the extent allowed by law" verbiage as requested.

\* Council Resolution of Approval required as Exhibit A.

Sprint will execute once the Resolution is approved and prepared for the Exhibit.

I am off Friday -- I've taken virtually no vacation this year and have days that will be lost if I don't squeeze them in now. If you or your attorney have any questions, feel free to call me on **919-412-5887**. I'll have a copy of the Amendment with me or close at hand if we need to discuss.

Thank you. I look forward to hearing from you.

DLW

**DAN L. WILLIAMS**

**Site Development Specialist II**

Ericsson, Inc.

Authorized Representative for Sprint

LDO / POST On Air Support

O 469.266.4613 | M 919.434.0184

dan.williams@ericsson.com

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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]

**Sent:** Wednesday, December 04, 2013 4:21 PM

**To:** Dan Williams

**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

I am recommending Option No. 1 ... I have no authority to accept, that has to come from Mayor and Council. But all the blanks must be filled in and that "to the extent allowed by law" language verbiage must be added to paragraph 13 regarding indemnification.

**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]

**Sent:** Wednesday, December 04, 2013 4:17 PM

**To:** David Milliron

**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

David,

To clarify, You are accepting "Alternate Proposal No. 1"?

DLW

**DAN L. WILLIAMS**

**Site Development Specialist II**

Ericsson, Inc.

Authorized Representative for Sprint

LDO / POST On Air Support

O 469.266.4613 | M 919.434.0184  
[dan.williams@ericsson.com](mailto:dan.williams@ericsson.com)

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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Wednesday, December 04, 2013 4:13 PM  
**To:** Dan Williams  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)  
**Importance:** High

Dan: I chatted with council. The Mayor wants me to move forward with having the council ratify the agreement to extend the relationship at the higher rates effective January 2014 ... we would need to adopt all of this at Monday's meeting to make it happen ... Our city attorney has reviewed the proposal and can approve the contract as to form, provided that the blanks are all filled in, and that "to the extent allowed by law" language verbiage is added to paragraph 13 regarding indemnification. Please advise. Otherwise, you'll be starting anew with a mayor and council come January 2014. Thanks.

-----  
David A. Milliron  
Stockbridge City Manager  
(770) 389-7904  
Fax: (770) 389-7912  
[dmilliron@cityofstockbridge-ga.gov](mailto:dmilliron@cityofstockbridge-ga.gov)  
<http://www.cityofstockbridge.com>

Georgia has a very broad Public Records Law. All written communications prepared and maintained or received in the course of official business by the City of Stockbridge are open records available to the public and news media upon request unless otherwise exempted by law (Ga. Statute 50-18-70).

**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]  
**Sent:** Wednesday, November 20, 2013 9:31 PM  
**To:** David Milliron  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

David,

The proposals are approved by Sprint management for presentation. I just need to put a couple of final touches on the presentation package prior to sending them out. Hard copy originals will be delivered prior to your return to the office on December 4th.

At this point, I see no need to tie up your time with a face-to-face meeting with any of our local personnel. The proposals will stand or fall on their own.

I'll be out of office the remainder of this week and a healthy portion of next week. I'll give you a call late on the 4th or early on the 5th to discuss any questions you may have.

Until then, safe travels and Happy Thanksgiving.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
Ericsson, Inc.  
Authorized Representative for Sprint  
LDO / POST On Air Support  
O 469.266.4613 | M 919.434.0184  
[dan.williams@ericsson.com](mailto:dan.williams@ericsson.com)

**From:** Dan Williams  
**Sent:** Tuesday, November 19, 2013 10:20 PM  
**To:** 'David Milliron'  
**Cc:** Jeff Bledsoe; Anthony Brown  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

David,

Per our conversation Tuesday, I have asked NeoCom to re-engage Jeff on the maintenance / safety concerns that have been raised. I have asked them to schedule the site walk (if possible) and provide numbers to me by December 6th.

Thank you.

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Monday, November 18, 2013 5:04 PM  
**To:** Dan Williams  
**Cc:** Jeff Bledsoe; Anthony Brown  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

I fly out Saturday morning and won't be back until the evening of December 3<sup>rd</sup>.

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David A. Milliron  
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**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]  
**Sent:** Monday, November 18, 2013 5:01 PM  
**To:** David Milliron  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

Thanks.

Remind me of when you are leaving the country? I'd like to get a local Real Estate Manager scheduled to meet with you to go over the proposals. This can be before you leave or just after you return.

DLW

**DAN L. WILLIAMS**  
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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Monday, November 18, 2013 11:49 AM  
**To:** Dan Williams  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

yes

**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]  
**Sent:** Monday, November 18, 2013 11:43 AM  
**To:** David Milliron  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)  
David,  
Is Sprint the only current tenant on the tank?

DLW

**DAN L. WILLIAMS**  
**Site Development Specialist II**  
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**From:** David Milliron [<mailto:DMilliron@cityofstockbridge-ga.gov>]  
**Sent:** Monday, November 04, 2013 9:32 PM  
**To:** Dan Williams  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

When will you be removing your equipment from our tower? We will be scheduling to have the tank demolished. Thanks.

----

David A. Milliron  
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Fax: (770) 389-7912  
[dmilliron@cityofstockbridge-ga.gov](mailto:dmilliron@cityofstockbridge-ga.gov)  
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**From:** Dan Williams [<mailto:Dan.Williams@ericsson.com>]  
**Sent:** Friday, August 30, 2013 10:32 AM  
**To:** David Milliron  
**Subject:** RE: Sprint Site AT03XC119-A - Stockbridge Water Tower (4617 N Henry Blvd., Stockbridge GA)

DLW

**DAN L. WILLIAMS**

**Site Development Specialist II**

Ericsson, Inc.

Authorized Representative for Sprint

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**\*\*EFFECTIVE JUNE 7, 2013, PLEASE NOTE NEW OFFICE ADDRESS.\*\***

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**STATE OF GEORGIA  
COUNTY OF HENRY  
CITY OF STOCKBRIDGE**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF STOCKBRIDGE TO ENTER INTO A SECOND AMENDMENT TO ITS PCS SITE AGREEMENT RELATING TO THE LEASE OF CERTAIN SPACE ON AND NEAR THE CITY'S WATER TOWER; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY, PROVIDING FOR SEVERABILITY, REPEALING INCONSISTENT RESOLUTIONS, PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION, AND FOR OTHER PURPOSES.**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City of Stockbridge owns a water tower and real property located at 4617 North Henry Boulevard, Stockbridge, Georgia 30281 that requires periodic maintenance and upkeep; and

WHEREAS, on or about February 16, 1998, the City entered into a PCS site agreement with Sprintcom, Inc. to lease space on and near the water tower to Sprint PCS to place cell tower equipment on and near the water tower; and

WHEREAS, on or about April 25, 2007 the City entered into the First Amendment to its PCS site agreement which changed the terms of the original agreement; and

WHEREAS, the City has determined a second amendment to the PCS site agreement, as reflected in Exhibit "A" attached hereto and incorporated herein, which changes the terms of the original agreement as amended would be in the best interests of the City, and promote the welfare of its citizens and businesses; and

WHEREAS, after due consideration, the City wishes to approve the attached Second Amendment to PCS Site Agreement, and finds that entering into said agreement promotes fiscal savings for City government and the general welfare of City taxpayers, and is in the best interests of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE  
HEREBY RESOLVES AS FOLLOWS;

Section 1. **Approval** - The City Council of the City of Stockbridge hereby approves the attached Second Amendment to PCS Site Agreement with Sprintcom, Inc. under the terms of the Second Amendment attached hereto as Exhibit "A".

Section 2. **Approval of Execution** - The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 3. **Documents** - The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 4. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

Section 5. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 6. **Effective Date** - This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

[Signatures on following page.]

SO RESOLVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF STOCKBRIDGE, GEORGIA**

\_\_\_\_\_  
MARK A. ALARCON, MAYOR

ATTEST:

\_\_\_\_\_  
RHONDA A. BLACKMON, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
WILLIAM J. LINKOUS, III, CITY ATTORNEY  
6898.00001/910467v1